

RESOLUTION APPROVING CONSULTING AGREEMENT WITH JH CONSULTING, LLC AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS FOR ASSISTANCE WITH THE MITIGATION PLAN, EMA

WHEREAS, Mike Fitchet, Director of EMA, has presented an agreement for the approval of the Board, to-wit:

Scope: Assistance in completing the Mitigation Plan under the Emergency Management Agency

Consultant: JH consulting, LLC of West Virginia, 29 E. Main St., Ste. 1, Buckhannon, WV 26201

Term: retroactive to November 11, 2024 through December 31, 2025

Cost: **Not to Exceed**, \$18,000.00; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-525

November 19, 2024

RESOLUTION APPROVING CONSULTING AGREEMENT WITH JH CONSULTING, LLC AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS FOR ASSISTANCE WITH THE MITIGATION PLAN, EMA

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CONSULTING AGREEMENT

This Consulting Agreement, effective as of November 11, 2024, is between Ashtabula County Board of County Commissioners, a governing body with an address of 25 West Jefferson Street, Jefferson, OH 44047, hereinafter referred to as "County", and JH Consulting, LLC of West Virginia, a limited liability company with an address of 29 East Main Street, Suite 1, Buckhannon, WV 26201, hereinafter referred to as "Contractor".

WHEREAS Contractor provides services related to emergency preparedness, including but not limited to assessing vulnerability, operations planning, and exercising;

WHEREAS County desires to obtain from Contractor certain emergency preparedness services, and Contractor desires to provide such services to County, all on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. **Services to Be Provided.** Subject to the availability of Contractor resources, Contractor will provide services as detailed in the Scope of Work, attached hereto as Exhibit A (proposal letter dated October 30, 2023, and based on the Ohio Emergency Management's Agency's recommended scope of work). It is expressly understood and agreed that for the purposes of this Agreement, the services are undertaken by Contractor in the capacity of an independent contractor. Contractor shall be entitled to give priority to its own business needs in determining the availability of its employees to provide the services.
2. **Term and Termination.** The Agreement shall begin as of the date first stated above and continue until December 31, 2025, unless either party serves written notice thirty (30) days in advance of its intent to cancel the Agreement.
3. **Compensation, Payment, and Expense Reimbursement.** Contractor will provide County with invoices for services in accordance with the Ohio Emergency Management Agency's draw-down schedule. Payments not received in a timely manner will incur interest at the rate of 5% per annum.
4. **Data Ownership and Security.** County shall retain ownership of the data and all work produced by the Contractor and will be transferred upon completion of the contractual obligations and payment of all outstanding invoices.
5. **Client Confidentiality.** The Contractor and all support staff agree to comply with all federal and state laws concerning the confidentiality of information concerning individuals rendering services by the County. Such information shall only be used for the purpose of carrying out this Agreement. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual or appropriate order of a court. Information is not considered confidential if it: (i) is generally available to the public at the time of the disclosure; (ii) is already known to Contractor at the time of the disclosure, (iii) has been disclosed to Contractor by a third party under no obligation of confidentiality, or (iv) has been established independently by Contractor.
6. **Contractor Work Product.** County agrees to keep Contractor's work product confidential and will not disseminate Contractor's work product to third parties or cause it to be modified without Contractor's consent.
7. **Liability and Indemnification.** Neither party shall be liable to the other for the death or injury to any employee of the other, or loss of or cause of damage to its property, unless caused solely by its own negligence or willful action. Each party shall indemnify and hold harmless the other for any loss, damage or injury, including reasonable attorneys' fees

- and expenses, (a) caused by a breach of this Agreement by such party, or (b) suffered by any third party and arising out of such party's performance of this Agreement.
8. **Disclaimer; No Assurance of Success.** Except as otherwise provided herein, Contractor makes no warranties, representations, or assurances of success of any kind or nature, express or implied, relating to the services, including any warranties of merchantability and fitness for a particular purpose. Contractor specifically disclaims any and all warranties or representations concerning the services.
 9. **Limitations of Liability.** Contractor shall not be responsible for any third party actions or inactions preventing Contractor from providing services. Furthermore, Contractor shall not be liable to County with respect to services or this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable theory for any amounts representing loss of revenues, loss of profits, loss of business, cost of the procurement of substitute goods or services, loss of anticipated benefits and/or indirect or consequential, special, incidental, contingent, exemplary or punitive damages, even if Contractor was advised, had other reason to know, or in fact knew of the possibility of such damages.
 10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.
 11. **Amendment of Agreement.** This Agreement is the entire Agreement between the parties and may not be amended at any time except by a written Agreement signed by both parties.
 12. **No Third Party Beneficiaries.** This Agreement is not intended to create any third party beneficiary rights in any person not a party to this Agreement, regardless of whether any other person may be named herein.
 13. **Assignment.** County may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of Contractor, except pursuant to an assignment of its interests to an entity within its control group.
 14. **Force Majeure.** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the performance of the obligations of either party hereunder.
 15. **Signatures.** Each person executing this Agreement represents and warrants that he or she has the authority to act for and bind the entity on whose behalf he or she purports to act.
 16. **Notice.** Any notice, request, or approval or other document required or permitted to be given under this Agreement shall be in writing unless otherwise provided herein; and shall be deemed to have been sufficiently given if delivered in person, dispatched by U.S. mails, or sent by other electronic means where receipt can be verified, as follows.

If to Contractor, addressed to: Jeffery W. Harvey, Managing Member, JH Consulting, LLC,
29 East Main Street, Suite 1, Buckhannon, WV 26201

If to County, addressed to: Mike Fitchet, Director, Ashtabula County Emergency
Management Agency, 17 North Market Street, Jefferson, OH 44047

Either party may change its address for receipt of notices by delivering a notice thereof pursuant to this Section 16.

- 17. **Severability.** Should any portion of this Agreement be found unenforceable to operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.
- 18. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of Ohio.
- 19. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, understandings, and writings between the parties as to the matters covered herein.
- 20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 21. **Binding Effect.** This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective parties.
- 22. **Waiver.** Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.
- 23. **Survival.** The terms and provisions of Sections 3 through 10 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Contractor



 Jeffrey W. Harvey, Managing Member
 JH Consulting, LLC of West Virginia

10/30/2024

 Date

County



 Kathryn L. Whittington, President
 Ashtabula County Board of County Commissioners

11/19/2024

 Date



 J. P. Ducro, IV, Commissioner



 Casey R. Kozlowski, Commissioner



October 30, 2023

Mr. Mike Fitchet, Director
Ashtabula County Emergency Management Agency
17 North Market Street
Jefferson, OH 44047

Re: Ashtabula County Hazard Mitigation Plan Update

Dear Mr. Fitchet:

Per your recent email, please accept this letter as a quote for the above-referenced project. We have included our understanding of the scope of work, a brief project approach, and a cost estimate for your review.

Scope of Work

We understand this project to be an update of the existing mitigation plan for Ashtabula County as per the requirements of 44 Code of Federal Regulations (CFR) §201.6. As an update, our responsibilities would include the following.

- Organize a planning team and allow for adequate participation (Ref. Milestone 1)
 - Provide the county with suggested planning committee membership, and work with the county to draft letters of intent to participate from jurisdictions and committee members
 - Work with the county to determine a meeting schedule
 - Moderate and support meeting logistics
 - Interface with committee members and other extended stakeholders (e.g., economic assets, non-profit organizations, higher education, etc.) via meetings, telephone calls, emails, and online surveys
- Update community demographic information (Ref. Milestones 1 and 2)
 - Review local demographic, climatologic, and topographic overview information for the community profile sections
 - Update/add/delete community assets (i.e., asset inventory), to include updating data such as replacement costs, numbers of people associated, etc.
 - Specific attention to integrating other, compatible planning efforts (e.g., comprehensive, emergency operations, stormwater management, etc.) with the mitigation plan
- Update hazard identification and risk assessment (Ref. Milestones 2 and 3)
 - Update historical hazard information and documentation
 - Expand discussion of municipal vulnerabilities and participation (to include integration of existing municipal planning efforts)
 - Re-prioritize hazard vulnerabilities based on recent events

- Update hazard-specific loss estimates
- Mapping updates to reflect changes
- Update mitigation goals and actions (Ref. Milestone 4)
 - Update the activity list (i.e., the addition of new mitigation projects, removal of implemented mitigation projects)
 - Re-assign project implementation timelines and priorities (including a quantitative prioritization of projects),
 - Expand public and partner agency opportunities for participation
- Facilitate public involvement as equitably as possible (Ref. Milestone 4)
 - Coordinate the creation of an online survey to gauge public sentiment on risks, vulnerabilities, and potential mitigation actions (i.e., solicit public input into the development of goals for plan and community priorities)
 - Work with the county to schedule public meetings
 - Provide the county with sample language for advertisements
 - Ensure draft and other documents are available for public review
 - Coordinate with the planning committee to create an outreach plan targeting traditionally under-served populations
- Support plan adoption (Ref. Milestones 5, 6, 7, and 8)
 - Prepare the local hazard mitigation plan review tool (LHMPRT) for the updated plan
 - Support the county through both the state and federal review phase
 - Provide all participating jurisdictions with sample resolutions that can be used to adopt the plan
 - Provide technical assistance, as necessary, during the adoption phase
 - Enter data into the Mitigation Information Portal (MIP)

Project Approach

We utilize guidance provided by the Ohio Emergency Management Agency (in the form of the Local Mitigation Plan Review Tool) and the *Local Mitigation Planning Handbook* (FEMA, May 2023) to ensure that your plan meets all criteria for approval from both the state and Federal Emergency Management Agency. To complete this project, we first obtain a copy of your existing plan. From there, we begin research to learn about the hazards that have occurred since the previous adoption. Additionally, we coordinate with your office and the municipalities in your county to update asset inventory as well as loss estimate data. Per 2023 FEMA updates, the risk assessment will include considerations for social vulnerability, and it will consider "people" as an asset potentially impacted by the identified hazards. Hazard descriptions will, to the extent possible, identify future areas of concern, to include relevant discussions about climate change.

While updating hazard data, we reach out to the other jurisdictions that will be participating in the process (i.e., villages and townships). We would not only be ensuring their continued participation but also confirming whether they have municipal planning bodies/departments, obtaining any land use and development plans, etc. The purpose of this outreach is to understand the participating communities better, so the updated mitigation document represents them as best as possible. It is significant to note that JH Consulting would ensure substantial consultation with not only jurisdictions throughout the county but also with the emergency management agency (EMA) and the members of the mitigation committee.

We review the existing project list with your office as well as municipal participants. Our goal is to determine which projects have been completed, deleted, deferred, or are on-going. This process includes an interface with the participating jurisdictions. It is important that we include at least one project from each participating jurisdiction for each identified hazard. Once projects are

updated accordingly, we convene the planning committee to review the list and, ultimately, approve it so that the plan can be finalized and submitted to appropriate state and federal agencies.

It is also necessary to involve the public, including traditionally under-represented groups in the planning process. To that end, our personnel works with your office to make drafts of plan documents available. We reach out to the public via town hall-style meetings as well as by placing copies of the draft plan at strategic locations throughout the community (e.g., EMA office, courthouse, municipal halls, etc.). We also utilize the county's web page and various social media outlets to generate opportunities for public involvement (in the form of the surveys noted above).

We utilize a series of planning meetings to involve stakeholders in the mitigation planning process appropriately. Within the first month of the project, our staff would work with your office to determine who should be on the planning team and schedule a kick-off meeting. The kick-off agenda would include an overview of the process, an outline of committee member responsibilities, and several exercises designed to solicit feedback on risks and vulnerabilities facing your community.

A second committee meeting would allow the committee to review the draft risk assessment information and begin to discuss goals and mitigation actions. A third meeting allows for the review and prioritization of projects. We also frequently hold web conferences at interim intervals to ensure your stakeholders have ample opportunities to participate. For any planning meeting associated with this project, JH Consulting would be responsible for the following.

- Preparation of meeting agendas
- Providing meeting materials to invitees/attendees
- Compilation and distribution of minutes following mitigation planning meetings

JH Consulting will provide documents for use as public alerts. We would coordinate with your office to determine the exact wording for all alerts. These materials include advertisement copy, public comment forms, plan summaries and surveys for website posting, social media copy, etc.

We would work closely with your office to ensure the appropriate involvement of other stakeholders, including neighboring county jurisdictions (via their EMAs), higher education, and economic assets. The goal of such outreach is to obtain a variety of perspectives regarding the implementation of hazard mitigation efforts as well as to identify technical assistance and other resources that may be available locally in your county. Upon approval, JH Consulting will provide template resolutions that can be distributed to jurisdictions to aid in the adoption of the plan. Further, JH Consulting will ensure that the updated plan is entered into the MIP system as per direction from the Ohio Emergency Management Agency.

Timelines

We would anticipate the following timelines associated with this project.

Task ↓	Month →	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Organize Planning Team, Hold Kick-Off Meeting (i.e., Planning Meeting 1)		█	█																
Background Research, Planning Meeting 2		█	█	█	█														
Updated HIRA Sections						█	█	█	█										
Review of Drafts, Planning Meeting 3						█	█	█	█	█									
Public Involvement via Meeting																			
Updated Action Plan																			

Task ↓	Month →	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Full Draft Review																			
Submission to State and FEMA Region V																			
Support Adoption																			

Cost Estimate

Total Cost: Our fee for this project would be a lump sum of **\$18,000.00**. This fee includes all hourly and direct costs necessary to complete the project and is based on our experience completing over 80 mitigation plans (29 in Ohio) since 2006.

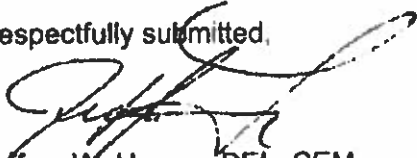
Completion Date: Typically, these types of projects take between 12 and 18 months to complete; exact timeframes would be determined contingent on funding award.

Payment: You will receive an invoice, payable Net 60, upon submission of the plan for federal approval.

Deliverables: The EMA would receive one master (i.e., editable) electronic copy and one distributable electronic copy of the updated and approved plan. We can negotiate paper copies upon contract award.

As always, thank you for considering JH Consulting, LLC of West Virginia. Should you have any questions or comments, feel free to contact me at (304) 473-1009 or by email at jharvey@jhcreparedness.com.

Respectfully submitted,



Jeffery W. Harvey, DEL, CEM
 Owner, Preparedness Division Manager

Signature Page

RE: JH Consulting LLC

Approved as to Legal Form Only:

By:



Colleen M. O'Toole Esq.
Ashtabula County Prosecutor

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

Agreement Title: Resolution approving Consulting Agreement with JH Consulting For Mitigation Plan



**David Thomas, Ashtabula County
Auditor**

Date: November 18, 2024