

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SERVICE AGREEMENT WITH THE MIDDLE PENINSULA PLANNING DISTRICT COMMISSION FOR THE “MIDDLE PENINSULA PDC - ALL HAZARDS MITIGATION PLAN UPDATE”

WHEREAS, Gloucester County has experienced severe damage from a host of natural hazards such as flooding from hurricanes and nor’easters, wildfires, winter storms, tornados and lightning (among others) on many occasions in the past century that have resulted in property losses, loss of life, economic hardships as well as threats to public health and safety for all community residents; and

WHEREAS, in order to be eligible to apply for and receive Hazard Mitigation Grant Program or Pre-Disaster Mitigation funds, localities must have a Federal Emergency Management Agency approved hazard mitigation plan; and

WHEREAS, the first Middle Peninsula Natural Hazards Mitigation Plan (the Plan), was undertaken as a regional planning project with nine jurisdictions participating in its development and adoption in 2006, 2011, and 2016; and

WHEREAS, all nine Middle Peninsula jurisdictions participated in the update of the Plan in 2016 to become the Middle Peninsula All Hazards Mitigation Plan within the Federal Emergency Management Agency’s required 5-year period; and

WHEREAS, the Plan was updated in 2021 and as required under the Disaster Mitigation Act of 2000, it is time for another update;

WHEREAS, all nine Middle Peninsula jurisdictions indicated interest to actively participate in the update of this plan; and

WHEREAS, the Middle Peninsula Planning District Commission (MPPDC), on behalf of its member localities, will undertake the update of this plan in partnership with a planning team consisting of two representatives from each locality; and

WHEREAS, a draft Service Agreement between the MPPDC and Gloucester County for this update to the All Hazards Mitigation Plan has been presented for consideration by the Gloucester County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors authorizes the County Administrator to act on behalf of the County to accept and execute documents substantially similar in content to the Service Agreement presented to the Board, which Agreement is attached hereto, referenced hereby, and made a part hereof.

A Copy Teste:

Carol E. Steele, County Administrator

Service Agreement between
The Middle Peninsula Planning District Commission (MPPDC) and
Gloucester County for the Virginia Department of Emergency
Management (VDEM) “Middle Peninsula PDC – All Hazards Mitigation Plan
Update”

Grant Number: FEMA-DR-4644-VA-0004

THIS SERVICE AGREEMENT (the “Agreement”) dated this _____ day of January 2025.

BETWEEN:

Gloucester County, 6489 Main Street, Gloucester, VA 23061

(The “Client”)

AND

Middle Peninsula Planning District Commission of 4521 Lewis B. Puller Memorial Highway
Shacklefords, VA 23156

(The “Contractor”)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. The Client recognizes the utility of a standard agreement to be used by member localities to ensure that mandates such as the Middle Peninsula multi-jurisdictional hazard mitigation plan are developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, program and authorities; and that it is an accurate reflection of the community’s values.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) necessary to update the regional Middle Peninsula PDC Hazard Mitigation plan as described in Appendix A Project Scope of Work and Appendix B Award Notice in accordance with:

- 44 CFR Ch. 1 Section 201.6, Part a, which indicates that a local government MUST have a mitigation plan approved in order to receive HMGP project grants and in order to apply for and receive mitigation project grants under all other mitigation grant programs.
 - Disaster Mitigation Act of 2000 (“DMA 2K”), which is a key component of the Federal government’s commitment to reduce damages to private and public property through mitigation activities. This legislation established the pre-Disaster mitigation (“PDM”) Program and created requirements for the Post-Disaster Hazard Mitigation Grant program (“HMGP”). This key piece of federal legislation is known as Public Law 106-390.
 - DMA 2K, which requires local governments to develop and submit mitigation plans to qualify for PDM and HMGP funds. The Act requires that the plan demonstrate “the Jurisdiction’s’ commitment to reduce risk from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.”.
2. The Contractor recommends that the Client consult with legal counsel concerning questions related to the requirements of Disaster Mitigation Act of 2000 and 44 CFR Ch. 1 Section 201.6 and other related sections.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date this Agreement signed by both parties and will remain a full force and effect until either FEMA approves the update to the Middle Peninsula PDC Hazard Mitigation Plan or by VDEM contract end date of March 11, 2026. The term of this Agreement may be extended with the written consent of the Parties. The Agreement may be terminated by either Party with 30 days written notice given to the other party.
4. In the event that the Client breaches this Agreement, the Client shall remain liable to the Contractor for the costs of all services both rendered and agreed upon as set forth in paragraph 5 and 6 below. In the event that the Contractor breaches this Agreement, the Contractor will return to the Client any and all unspent monies received from the client as set forth in Paragraph 5 and 6 below. The Parties acknowledge that no other damages, fees, or penalties shall be due one from the other as the result of any act or omission of either Party.

Performance

5. The Parties agree to fully cooperate and to do everything necessary to ensure that the terms of this Agreement take effect including the execution of additional documents should the need arise.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide the following compensation as described below (as specifically applicable to Client locality).

Locality Share to be split between all: \$8,194

Essex	\$1,170.57
Gloucester	\$1,170.57
King and Queen	\$1,170.57
King William	\$1,170.57
Mathews	\$1,170.57
Middlesex	\$1,170.57
Urbanna	\$390.19
Tappahannock	\$390.19
West Point	\$390.19
Total	\$8,194

2 Year Federal Grant	FEMA Funding	State Match Provided non-Fed Share	Local Share split between Localities	Per County Match/Share	Per Town Match/Share
\$172,074	\$131,104	\$32,776	\$8,194	\$1,170.57	\$390.19

All such compensation shall be subject to appropriation by the Client.

7. The Contractor will invoice the Client for one payment.
8. Project updates will be provided in the Middle Peninsula Planning District Commission monthly meeting packets.
9. In the event that a change order is requested, beyond the scope of services outlined in this Agreement, the Client will be charged on an hourly basis according to the approved Commission budget subject to the applicable provisions referenced in Dispute Resolution below (Section 20c). Appearances at local meetings, answering of telephonic questions and private meetings will be deemed change orders in the discretion of the Contractor provided such has been disclosed in writing, in advance of the Client.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for any expenses incurred in connection with this Agreement.

Employment Discrimination by Contractor Prohibited

11. a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by the state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

12. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace

13. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the action that will be taken against employees for violations for such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Employment of Illegal Aliens

15. The Contractor agrees that it does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Ownership of Intellectual Property

16. All information gathered during this project will remain public, unless prohibited from disclosure or exempted from required disclosure in accordance with state and federal law.

Capacity

17. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them.

Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. County Administrator
County of Gloucester
6489 Main Street, Suite 333
Gloucester, VA 23061
- b. Middle Peninsula Planning District Commission
4521 Lewis B. Puller Memorial Highway
Shacklefords, VA 23156

Or to such other address as any Party may from time to time notify the other.

Additional Clauses

19. This Agreement has been reviewed and approved via recorded vote of the Gloucester County Board of Supervisors.

Dispute Resolution

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
 - a. Once a final deliverable has been submitted by Contractor and approved by FEMA, the Contractor shall be deemed to have completed all services required under this Agreement.
 - b. Once the scope of work has been completed and/or the product has received any necessary approvals, any changes made by the Client to the final product are “at its own risk”. The Client assumes all responsibility for any modification, deviation, or change initiated outside of the agreed to scope of work.
 - c. The Contractor has no contractual responsibility to advocate for, coordinate, or administer any local modifications beyond the services agreed to by the Contractor in accordance with the terms of this Agreement.
 - The Client may request an addendum to the contract for specific changes. The Contractor may consider the request from the Client and, if willing to perform the requested work, shall provide a response including a new cost estimate for consideration. Any addendum shall be authorized by the Gloucester County Board of Supervisors by Resolution outlining such changes to the Services.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor shall not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

25. It is the intention of this Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

Waiver

27. The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under land and seal on the _____ day of _____, 2025.

Approved as to form:

Gloucester County (Client)

Gloucester County Attorney

Per: _____ (SEAL)
County Administrator

Middle Peninsula Planning District Commission (Contractor)

Per: _____ (SEAL)
Executive Director

Appendix A – Middle Peninsula Regional All Hazards Mitigation Plan

Proposed Project Scope of Work

The Middle Peninsula Planning District Commission (MPPDC) will update the 2021 Middle Peninsula Regional All Hazards Mitigation Plan (AHMP) with the help of a Local Planning Team. Membership will be appointed by counties, towns and other stakeholders in the Middle Peninsula. Updating the plan will include the following: (1) updating out of date references throughout the plan, (2) expanding the opportunity to participate in the planning process to stakeholders outside of local and regional agencies, local and prominent businesses, academia and private and non-profit interests, (3) Describing the Middle Peninsula Fight the Flood Program earlier in the plan, (4) developing impact assessments, (5) addressing the number of manufactures, seasonal, and vacant hoes in the area and how they can affect the community's vulnerability to hazard impacts, (6) improving data for HAZUS, (7) refining strategies to concrete activities, (8) improving community - level interactions and risk-based discussions, (9) integrating 5- year Planning Wheel, (10) building on High Hazard Potential Dams section of the plan, and (11) updating census data.

Planning Team Responsibilities

Representatives on the Planning Team from participating jurisdictions must engage in the following planning process, including, but not limited to:

- Develop of the Work Program and Schedule with the Planning Team
- Organize and attend regular meetings (virtual and/or in-person) of the Planning Team. Attendance will be documented in the PDC monthly meeting packet.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.
- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

Local Adoption

To be eligible for HMPG project grants (grants for a locality after a disaster), a local government must have a mitigation plan. Approval includes adoption by the participating jurisdictions.

Timeframe of Grant

This agreement and grant will be in effect from the date of signature by all parties and will remain in effect through the duration of the project. Once a final deliverable has been submitted to and approved by the Client and the mandating entity, the Contractor shall be deemed to have completed all services required under this Agreement. The agreement may be terminated prior to

the approval of the end of the project by any Participating Jurisdiction by giving 30 days written notice.

Appendix B – Award Notice



COMMONWEALTH OF VIRGINIA Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

SHAWN G. TALMADGE
State Coordinator
Deputy Homeland Security Advisor

September 5, 2024

Mr. Lewis Lawrence
Executive Director
125 Bowden St.
Saluda, VA 23149

RE: Middle Peninsula Planning District Commission
Middle Peninsula PDC – All Hazard Mitigation Plan Update
FEMA-DR-4644-VA-0004

Dear Mr. Lawrence:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "Middle Peninsula PDC – All Hazard Mitigation Plan Update." The funds have been obligated through the Hazard Mitigation Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75%, the state share is 20%, and the local share is 5% of the total project costs, and management costs will be funded with 100% federal funds.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement and scan and email it to Jenn Peterson, Hazard Mitigation Grants Administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Jenn Peterson at (804) 405-7185 or by email at jennifer.peterson@vdem.virginia.gov.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl J. Adkins".

Cheryl J. Adkins
Alternate Governor's Authorized Representative

Enclosures

CJA/DJM/jlp

One Independence Mall
615 Chestnut Street, 6th floor
Philadelphia, PA 19106-4404



FEMA

July 5, 2024

Shawn Talmadge
Governor's Authorized Representative
Virginia Department of Emergency Management (VDEM)
9711 Farrar Court, Suite 200
North Chesterfield, VA 23236

**Re: Project Approval Letter
FEMA-4644-DR-VA-0004
Middle Peninsula PDC HMP Update
Hazard Mitigation Grant Program (HMGP)**

Governor's Authorized Representative Talmadge:

I am pleased to inform you that the planning application for the **HMGP Middle Peninsula PDC - All Hazards Mitigation Plan Update (FEMA-4644-DR-VA-0004)** has been approved. This project will fund the update of the Middle Peninsula Hazard Mitigation Plan. No physical work will be performed during this project.

	Federal Share	Non-Federal Share	Total
Project Costs	\$122,910.00	\$40,970.00	\$163,880.00
Subrecipient Management Costs	\$8,194.00	\$0.00	\$8,194.00
Total	\$131,104.00	\$40,970.00	\$172,074.00

The total approved project cost is \$163,880.00 with a 75% federal cost share of \$122,910.00 and a 25% non-federal cost share of \$40,970.00. In addition, the federal amount of \$8,194.00 is available for Sub-Recipient management costs. The federal share amount of \$131,104.00 is available in the SMARTLINK system. A copy of the obligation report is enclosed for your records.

In implementing this project, VDEM as the recipient, shall ensure that the Middle Peninsula PDC, the sub-recipient, continues to comply with the applicable FEMA-State Grant Agreement Articles and all applicable laws, assurances, and guidance.

The sub-recipient must adhere to all requirements and conditions outlined in the Record of Environmental Consideration (REC) document. The Special Conditions listed below can also be found in the REC attached.

NEPA Determination: Approval is for planning costs only. No physical work or ground disturbing activities are approved at this time. Failure to comply with this condition jeopardizes the receipt of federal funding.

The Period of Performance (POP) for this award ends on **March 11, 2026**. All changes to this award must be submitted to our office in writing for review and approval prior to commencement of any change-related work. Please provide our office with a quarterly report thirty (30) days after the end of each federal fiscal year quarter.

If you have any questions concerning the approval of this project, please contact Sabrina Jefferson, HMGP Section Supervisor, at sabrina.jefferson@fema.dhs.gov.

Sincerely,

**DUSTY R
BROSIUS**

Digitally signed by
DUSTY R BROSIUS
Date: 2024.07.05
23:17:59 -04'00'

Dustin R. Brosius
Senior Advisor for Risk Reduction
Mitigation Division

Enclosure(s):

REC Record of Environmental Consideration
Obligation Report

cc: Cheryl Adkins, CFO, Deputy State Coordinator
Dillon Taylor, Chief of Staff and Senior Counsel
Robert Coates, Director of Grant Management and Recovery
Debbie Messmer, Deputy Director of Grant Management and Recovery
Katie Vugdalic, State Hazard Mitigation Officer
Sarah Cobelli, HMGP Branch POC
Sabrina Jefferson, HMGP Section Supervisor
Gail Gronlund, VA FIT Project Officer