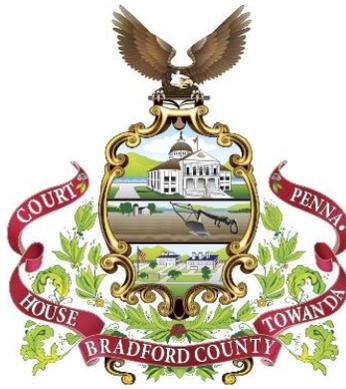


Daryl Miller, Chairman  
Doug McLinko, Vice Chairman  
Zachary Gates, Commissioner



Michelle Shedden, Chief Clerk  
Jonathan Foster, Solicitor

## Bradford County Commissioners Office

### LEGAL NOTICE

The Bradford County Commissioners are currently seeking qualified consultants to perform an update to the Bradford County Hazard Mitigation Plan in accordance with the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023. OMB Collection #1660-0062, and the Code of Federal Regulations, Title 44. Emergency Management and Assistance. Section 201.6 (44 CFR 201.6) .

Consultant packages can be obtained on the Bradford County Department of Community Planning & Mapping Services page of the Bradford County website:

<https://bradfordcountypa.org/departments/community-planning-and-mapping-services/>

or by contacting the Bradford County Planning Office at 570-268-4103 –

[williamsm@bradfordco.org](mailto:williamsm@bradfordco.org)

Request for Proposals released: January 11, 2024  
Deadline for questions: February 15, 2024  
County responses to all questions/addendums: February 20, 2024  
**Responses for RFP/bids are due by TIME on February 22, 2024 by 10:00 am**

All questions regarding the RFP shall be submitted in writing by 2:00 pm on February 15, 2024. Questions shall be submitted to the County contact named above.

**NOTE:** These dates represent a tentative schedule of events. The County reserves the right to modify these dates at any time, with appropriate notice to prospective Respondents through notification by email and/or posting on the County webpage.

#### PROPOSAL DUE DATE:

Signed and sealed proposals are due no later than 10:00 am on February 22, 2024 to the Office of the Bradford County Commissioners. Mail or carry sealed proposals to:

Bradford County Commissioners  
Attn: Michelle Shedden  
Chief Clerk  
301 Main Street  
Towanda, PA 18848

Proposals received after this time and date will not be considered. Sealed proposals should be clearly marked on the outside of packaging with the RFP title, due date and “**DO NOT OPEN**”. Facsimile or electronically transmitted proposals are **not accepted**. Late proposals properly identified will be returned to Respondent unopened if return address is provided.

**REQUEST FOR PROPOSALS**  
**CONSULTANT SERVICE TO DEVELOP THE COUNTYWIDE HAZARD MITIGATION PLAN UPDATE**  
**PART I**  
**GENERAL**

**1. PURPOSE**

Bradford County, Pennsylvania seeks proposals from qualified consultants to provide assistance for development and completion of a FEMA approved Hazard Mitigation Plan Update (HMP) to fulfill federal, state and local hazard mitigation planning responsibilities.

**2. DEFINITIONS**

The following definitions will be used for identified terms throughout the specification and proposal document:

**Agreement** - A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services and obligating the County to pay for it.

**County** - Identifies the County of Bradford, Pennsylvania.

**Deliverables** - The goods, products, materials, and/or services to be provided to the County by Respondent if awarded the agreement.

**Goods** - Represent materials, supplies, commodities, intellectual property/work product and equipment.

**Improvement** - Describes any work or modification to County property that adds to the overall value of the property.

**Proposal** - Complete, properly signed response to a Solicitation that if accepted, would bind the Respondent to perform the resulting contract.

**Proposer/Respondent** - Identified persons and entities that submit a proposal.

**Services** - Work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.

**Subcontractor** - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the County.

**Vendor** - (Sometimes referred to as Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the County as fulfillment of obligations arising from an agreement.

### **3. CONFLICT OF INTEREST**

Any vendor or person considering doing business with Bradford County Government will disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

### **4. COUNTY CONTACT**

All questions, clarifications or requests for general information are to be directed to:

Matthew Williams  
Director of Planning & Public Safety  
29 VanKuren Drive, Suite 1  
Towanda, PA 18848  
570-265-5022  
[williamsm@bradfordco.org](mailto:williamsm@bradfordco.org)

The individual above may be contacted for clarification of the specifications of the Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the County. Under no circumstances will private meetings be scheduled between Respondents and County staff.

### **5. EX PARTE COMMUNICATION:**

Please note that to insure the proper and fair evaluation of a proposal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible until 2:00 p.m. on the day specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration of award of the solicitation then in evaluation, or any future solicitations.

**PART II  
INSTRUCTIONS**

**1. PROPOSAL SCHEDULE**

It is the County's intention to comply with the following proposal timeline:

Request for Proposals released: January 11, 2024  
Deadline for questions: February 15, 2024  
County responses to all questions/addendums: February 20, 2024

**Responses for RFP/bids are due by TIME on February 22, 2024 by 10:00 am**

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Proposals received after this time and date will not be considered. Sealed proposals should be clearly marked on the outside of packaging with the RFP title, due date and **"DO NOT OPEN"**. Facsimile or electronically transmitted proposals are **not accepted**. Late proposals properly identified will be returned to Respondent unopened if return address is provided.

**3. PROPOSAL SUBMISSION REQUIREMENTS:**

To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. Proposals shall not exceed twelve (12) pages in length (excluding resume, title page(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a single-spaced, typed, 8 ½" X 11" sheet of paper.

**Title Page** (1 page): Show the RFP title, the name of your firm, address, telephone number(s), name of contact person and date.

**Letter of Transmittal** (1 page): Identify the RFP project for which the proposal has been prepared. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address and telephone numbers. The letter of each proposal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the proposal must be clearly

shown immediately below the signature.

**Table of Contents** (1 page): Clearly identify the materials by Section and Page Number.

**Proposal Narrative** (limited to 10 total pages):

- Previous Performance/Experience
- Provide detailed information on experience with previous Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
- Provide a representative list of projects of a scale and complexity similar to the project being considered by the County. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name.
- Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- Identify key project staff, task leaders and sub-consultants along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The County reserves the right to approve or disapprove all sub-consultants prior to any work being performed.
- Provide information on size, resources and business history of the firm. Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard. Describe the firm's location where the primary services are to be provided and the ability to meet in person with County personnel when required during the performance of the Contract.
- Project Understanding and Methodology  
Consultant shall demonstrate a thorough knowledge and understanding of natural and manmade hazards, the Commonwealth of Pennsylvania and FEMA's requirements for Disaster Mitigation Plans.

Submit one (1) original and 3 copies of materials that demonstrate their experience in performing services of this scale and complexity. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the County.

#### **4. DISCLOSURE OF LITIGATION:**

Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

#### **5. CONFIDENTIALITY OF CONTENT:**

All Proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Pennsylvania Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a proposal or parts of a proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the proposal, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

#### **6. CLARIFICATION OF PROPOSALS**

The County reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP close date has passed.

#### **7. PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation required to supplement and/or clarify a Proposal which may be required by the County shall be the sole responsibility of the Respondent.

#### **8. EVALUATION CRITERIA:**

All proposals received shall be evaluated based on the best value for the County. In determining best value, the County may consider:

- Cost 10%
- Previous experience and past performance 30%
- Key project staff and sub-consultants 20%
- Available resource and consultant location 5%
- Project understanding and methodology 30%
- Any relevant criteria specifically listed in the solicitation 5%

#### **9. EVALUATION PROCESS:**

A team comprised of County staff and others as appropriate will review the responses to the RFP. Interviews and/or demonstrations may be conducted with any Respondent to discuss their qualifications, resources and ability to provide the service identified. Upon completion of the evaluation, the selection team may recommend a Respondent for award of the project or service identified. An agreement with the recommended respondent may then be negotiated. This process will be completed with the County Commissioners’ authorization for the execution of the agreement or the execution of the agreement by the County Administrator. The County reserves the right to negotiate with any and all Respondents. The County also reserves the right to reject any of all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received and to revise the process as circumstances require.

## **PART III SPECIFICATIONS**

### **1. SCOPE OF WORK**

The County of Bradford Pennsylvania, intends to contract with a qualified consultant to assist with the developing a Hazard Mitigation Plan to promote pre and post disaster mitigation measures, short/long rang strategies that minimize suffering, loss of life and damage to property resulting from hazardous and potentially hazardous conditions to which citizens and institutions within the County are exposed; and to eliminate or minimize conditions which would have an undesirable impact on our citizens, the economy, environment and well-being of the County.

### **2. CRITICAL REQUIREMENTS**

1. The County HMP shall meet or exceed requirements in the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023. OMB Collection #1660-0062, and the Code of Federal Regulations, Title 44. Emergency Management and Assistance. Section 201.6 (44 CFR 201.6) . The plan will include additional analysis of the High Hazard Potential Dam risk present in the community. This analysis will meet FEMA standards as laid out in questions HHPD 1 through HHPD 4 of the FEMA Local Mitigation Policy Guide, and FEMA Region III HHPD 'Level of Effort' requirements articulated at end of this SWO.
2. The County HMP shall use the model plan outline in Appendix 1 of the Pennsylvania's All-Hazard Mitigation Planning Standard Operating Guide (SOG) dated 2020.
3. The vendor shall revise the HMP as required by PEMA and FEMA until FEMA provides Approval Pending Adoption.
4. HMP update will use hazard definitions from the PEMA SOG.
5. The Project shall be completed including FEMA Approval Pending Adoption (APA), at least one municipal adoption, and FEMA approval no later than the expiration of the current plan.
6. A complete and accurate Plan Review Checklist from the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023 will be submitted to the State and FEMA when review is requested.
7. The Project shall be completed including FEMA approval (APA), no later than March 12, 2025.
8. The County HMP will be submitted to the State no later than ten (10) weeks prior to the end of the original performance period, so that the State can submit the plan to FEMA no later than six (6) weeks prior to 1/1/2025.
9. The vendor shall invoice using the Budget Line Items from the County HM Planning Grant Application, section V.

### **3. CONSULTANT SERVICE REQUIREMENTS**

Interested Proposers shall have extensive knowledge and expertise and be able to demonstrate their proven ability to coordinate, evaluate and develop a FEMA approved HMP. Consulting service shall include, but not be limited to:

- Meeting the critical requirements above.
- Reviewing and analyzing existing natural and manmade hazards in all areas of the County.
- Becoming knowledgeable of existing hazards and how these hazards may impact existing and future development, property and lives in the County.
- Hosting a series of County interactive workshops, to include, but not limited to mitigation strategy and capability and risk assessment workshops, which shall involve the identification and review of relevant plans, policies and programs already in place, such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants and capital improvements plans.

### **4. DATA COLLECTION AND ANALYSIS**

The consultant shall collect the necessary data to evaluate the potential for natural and manmade disasters in the County. Information shall also be obtained on area history, property status, infrastructure, land use and other relevant subjects in order to comprehensively analyze all aspects of the County. This shall include utilizing all current plans associated with disaster and emergency response efforts.

### **5. UPDATES AND REPORTS**

The consultant shall provide the County with updates detailing the progress, data analysis, modeling and plan development for FEMA reporting. All soft match contributions shall be tabulated by the consultant and submitted with the updates and final reports. A draft HMP update shall be submitted and included all required sections by FEMA and input from the community for the County's review. The consultant shall submit the final HMP as revised by the County, to FEMA and the County.

### **6. COST PROPOSAL**

Material and labor cost shall be specific and considered reasonable. "Cost plus" type proposal will not be accepted.

## **7. DELIVERABLES**

The Vendor shall provide, but not limited to, each item listed in the RFP. Additionally, the Vendor shall provide:

- Ten printed and bound copies of its final Hazard Mitigation Plan
- Ten electronic copies of the plan on thumb drives in PDF format
- A written summary of the process by which the final plan was developed for the County, including meeting schedules, agendas, notes, rosters of attendees and soft match contributions made by the County to meet the requirements of the FEMA Disaster Mitigation Planning Grant Award.

## **8. INVOICING**

Vendor shall submit one original and one copy of invoice to the following address:

Matthew Williams  
Director of Planning & Public Safety  
29 VanKuren Drive  
Towanda, PA 18848  
[williamsm@bradfordco.org](mailto:williamsm@bradfordco.org)

## **9. PROMPT PAYMENT POLICY**

Payments will be made within thirty days after the County received the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the County receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Pennsylvania law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payment made by the County in the event:

There is a bona fide dispute between the County and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or  
The terms of a federal contract, grant, regulation, or statute prevent the County from making a timely payment with Federal Funds; or

There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

The invoice is not mailed to the County in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

## **10. OVERCHARGES**

Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Pennsylvania.

**PART IV  
TERMS AND CONDITIONS**

**1. LABOR**

The Vendor shall provide all labor and goods necessary to perform the project. The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

**2. EXCEPTIONS**

Any variation from this specification shall be indicated on the response or on a separate attachment to the response. The sheet shall be labeled as such.

**3. ENVIRONMENT**

It is the intent of the County to purchase goods and equipment having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

**4. DAMAGE**

The Vendor shall be responsible for damage to the County's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

**5. WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor(s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

**6. NON-APPROPRIATION**

The resulting Agreement is a commitment of the County's current revenues only. It is understood and agreed the County shall have the right to terminate the Agreement at the end of any County fiscal year if the governing body of the County does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**7. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES**

The Vendor shall not sell, transfer or assign the service required by this agreement without the prior written consent of the County. The agreement and the monies which may become due are not assignable, except with the prior written approval of the County.

## **8. INTERLOCAL COOPERATIVE CONTRACTING**

Other governmental entities may be extended the opportunity to purchase off of the County of Bradford's solicitation, with the consent and agreement of the successful vendor(s) and Bradford County. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the County of Bradford is not an agent or, partner to, or representative of those outside agencies or entities and that the County of Bradford is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9. ABANDONMENT OR DEFAULT**

The Vendor who abandons or defaults the work on the contract and causes the County to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

## **10. RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION**

The County shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the County, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.

## **11. COMPLIANCE WITH LAWS**

The Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the County with satisfactory proof of its compliance.

## **12. CODES, PERMITS AND LICENSES**

The Vendor shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the County of Bradford, Pennsylvania, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (County of Bradford fees and costs will be waived).

### **13. INDEMNIFICATION**

The Vendor shall indemnify, save harmless and exempt the County of Bradford, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Respondent, its officers, agents, servants, and employees; provided, however, that the successful Respondent shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees, or third parties.

### **14. INSURANCE**

The Vendor shall meet or exceed ALL insurance requirements set forth by the County. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

### **15. GOVERNING LAW**

Any resulting agreement shall be governed by and construed in accordance with the Laws of the State of Pennsylvania.

### **16. LIENS**

The Vendor agrees to and shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the County's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

### **17. VENUE**

Both the County and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in Bradford County Pennsylvania.

### **18 INDEPENDENT CONTRACTOR**

It is understood and agreed that the Vendor shall not be considered an employee of Bradford County. The Vendor shall not be within protection or coverage of the County's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the County from time to time may have in force and effect.

# County Hazard Mitigation Plan (HMP) Scope of Work

## GENERAL:

The County will develop and gain FEMA approval on a FEMA required five-year update of the existing County Hazard Mitigation Plan (HMP). The County will encourage and document active participation by all County municipalities and stakeholders. The County will achieve FEMA Approval Pending Adoption, revising the plan as required by FEMA. The County will assist and encourage all municipalities to participate in and adopt the plan, submit adoptions to FEMA and record FEMA municipal approvals. Once approved, County will conduct annual reviews to ensure Hazard Mitigation Plan endures as a living document that builds resiliency within the County.

## CRITICAL REQUIREMENTS:

1. The County HMP shall meet or exceed requirements in the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023. OMB Collection #1660-0062, and the Code of Federal Regulations, Title 44. Emergency Management and Assistance. Section 201.6 (44 CFR 201.6) . The plan will include additional analysis of the High Hazard Potential Dam risk present in the community. This analysis will meet FEMA standards as laid out in questions HHPD 1 through HHPD 4 of the FEMA Local Mitigation Policy Guide, and FEMA Region III HHPD 'Level of Effort' requirements articulated at end of this SWO.
2. The County HMP shall use the model plan outline in Appendix 1 of the Pennsylvania's All-Hazard Mitigation Planning Standard Operating Guide (SOG) dated 2020.
3. The county shall revise the HMP as required by PEMA and FEMA until FEMA provides Approval Pending Adoption.
4. HMP update will use hazard definitions from the PEMA SOG.
5. The Project shall be completed including FEMA Approval Pending Adoption (APA), at least one municipal adoption, and FEMA approval no later than the expiration of the current plan.
6. A complete and accurate Plan Review Checklist from the FEMA Local Mitigation Local Mitigation Planning Policy Guide FP 206-21-0002, Released April 19, 2022, Effective April 19, 2023 will be submitted to the State and FEMA when review is requested.

## PLANNING PROCESS:

### **1. The County will Build the Planning Team**

The County Emergency Management Agency has primary responsibility for creation and updates of the County Hazard Mitigation Plan. As the plan **Owner**, they will appoint a single person as project officer. The **Project Officer** will serve as the county's designated agent for administering the grant with

PEMA/FEMA, and as the primary point of contact for the plan developer. The **Plan Developer** for the County HMP update will be a private Planning Consultant. The Plan Developer will have the technical capability and organizational capacity to complete the plan update to FEMA standards.

The County HMP update **Planning Team** will consist of the Project Officer, the Plan Developer and representatives from key County Departments and Agencies to include: Planning/Emergency Management, Public Safety, Health, Infrastructure, Transportation, Economic Development, County Conservation Districts, GIS, and Education. The County Plan Developer will review the existing HMP to gather former Planning Team information, Contact Planning Team members and other stakeholders as needed, in writing, to re-establish the Planning Team. The Planning Team will meet no less than monthly during the plan update.

The Planning Team will identify required **Participants** in the HMP update process. At a minimum County HMP update Participants will include Planning Team members plus representatives from all municipalities in the county to include the municipal Flood Plain Managers. Participants will contribute to each of the four major phases of the plan (Risk Assessment, Capability Assessment, Mitigation Strategy Development, and Draft Plan Review). Contributions will be via attendance at physical and virtual meetings, and submission of required data and analysis via paper, electronic or voice communications.

The County will seek to include all potential **Stakeholders** in the update process. Stakeholders are every organization or person that has assets in the county, passes through the county or could be affected by hazards in the county. Stakeholders include the public. The Plan Developer will document the invitation process, responses to invitations and participation. Stakeholders will be encouraged, but not required to contribute to all phases of the plan.

Intended Stakeholder invites include, but are not limited to:

- Fire Departments, Ambulance Companies, Police Departments
- Hospitals and other congregate care facilities to include elder care facilities
- Organizations that care for, or advocate for, persons with disabilities
- School districts, any other educational institution – particularly higher education – do they have an environmental or planning department that can provide expertise or labor?
- State agencies that work in or have facilities in the county, especially PennDOT, PSP, DCNR, DEP, DCED, and PHMC. County will focus the invitation to the state facility in the county vs the agency as a whole, for example: Department of Transportation (Penn DOT) District Office or PA State Police (PSP) Troop vs the main office in Harrisburg.
- Adjacent counties to include bordering/contiguous state counties.
- Up and down stream counties of larger rivers
- Railroads, pipelines, power lines or other utilities that pass-through county
- Chambers of Commerce and large businesses

- Businesses with high hazard potential such as SARA facilities
- Representatives from federal facilities in the county
- Public, Private, Cyber K-12 Schools, Community Colleges, Colleges, Universities, Day Care Centers, Pre-Schools
- Commanders of local National Guard Armories or Military Reserve Centers, U.S. Army Corps of Engineers District
- County Conservation District and private conservation organizations
- Chambers of Commerce and Economic Development Agencies
- Volunteer Organizations Active in Disaster (VOAD), disaster relief organizations such as the Red Cross and Non-Governmental Organizations
- Neighborhood groups and housing organizations
- Historical Commissions/Districts (state, federal) and Historical Preservation associations
- PEMA Area Office (E/A Hamburg, C/A Harrisburg, W/A Indiana)
- FEMA Region III Community Planners and HAZUS experts, particularly if they can participate virtually

## **2. The County will Build planning venue and gather planning tools**

The County will primarily use the county website and GIS based maps vs paper documents. The process and final product will be digitized to facilitate public access as well as future updates and integration with other plans.

The County will encourage stakeholder and public participation by augmenting physical meetings with virtual meetings such as teleconferences, web site bulletin boards, social media. The county will ensure that all municipalities have multiple opportunities to participate physically and virtually in the plan. The county will counsel municipalities on the consequences of not participating in the county plan process.

The County will begin by ensuring the existing plan with all appendices and annexes, is in digital format.

The County will use the current DFIRMs (Digital Flood Insurance Rate Maps). If preliminary DFIRMs are available, the county will use those assuming that any changes will be minimal. The County will integrate RISKMAP products from FEMA with the goal of developing an enhanced HAZUS analysis which will go beyond the census data and flood area provided by basic HAZUS. The County will attempt to include the following key features in the enhanced flood risk analysis:

- Flood depth data along with flooding extent
- Building attribute data for as many structures as possible (in order) critical facilities, congregate care facilities, residences, other inhabited buildings
  - First floor elevation
  - Construction – envelope, foundation
  - Utilities and capacity to serve as shelter, resilience
  - Residents with functional or mental disabilities
  - Access for first responders during hazard event

The County will obtain digital copies of the other county plans to include comprehensive, flood plain and zoning, economic, development, and emergency operations plan, State HM plan, and copies of county

HM Plans from adjacent, up and down stream counties. The County will review these plans in depth and integrate them into the HMP update.

Since this is an update of an existing, approved plan, the County will use the FEMA Plan Review Tool from the current plan as a point of departure for enhancing the HMP update. What suggestions did FEMA make in their “Recommendations for Improvement” annex to the LMPRG provided at last HMP review?

### **3. Plan format and phases**

The plan will be formatted in accordance with the PEMA Standard Operating Guide date July 2020 Appendix 1, Model Plan Outline. A detailed format with integrated FEMA LMPRG checklist follows in section 7.

The planning process will have four major phases which correspond to the four major portions of the HMP according to the PEMA SOG; Community profile, Risk Assessment, Capability Assessment, Mitigation Strategy.

Each phase will begin with a review of that section from the current HMP and a discussion of how to improve it. The goal is not simply an HMP update that meets minimum FEMA and PEMA requirements, but a plan that is better than before and is more appropriate to our County. The planning team will address the following questions for each section:

- What has changed since the last plan?
- Has the population and the demographics changed since the last plan?
- What new development has occurred?
- Have new hazards appeared? Have old ones lessened?
- Is there new or better data available?
- Can we develop deeper, more detailed data?
- Is the current analysis valid, or should it be reviewed?
- Is there additional analysis required?
- Can the data or analysis be better presented to make it more accessible to stakeholders?
- What is the “so what” factor? The impact upon our community?

The planning team will next develop questionnaires and other forms of gathering stakeholder input and make these available virtually to the public and through smaller, physical meetings and or teleconferences with municipalities and select key stakeholders.

The planning team will gather and analyze the data and prepare a draft of the updated HMP section.

The planning team will post the draft section on the website for stakeholder comment and schedule a public meeting to review the sections.

At the physical public meeting, the planning team will present their findings, gather additional stakeholder input and answer questions.

After the public meeting, the planning team will record their findings and update the draft section.

After the draft review (final public) meeting, the Planning Team will integrate stakeholder input into a final plan and submit to PEMA along with a filled out LMPRG checklist, no later than 3 months prior to the current plan's expiration.

The County will revise the HMP Update based on PEMA and FEMA requirements until FEMA grants APA status.

The County will distribute the FEMA APA version of the plan to the municipalities and facilitate their adoption.

The County will track municipal adoptions and FEMA approvals

Upon the first municipal adoption and FEMA approval, the County will complete all reimbursement requests with PEMA and close out the project, NLT 36 months from grant approval.

#### **4. Public Outreach/Planning meetings**

The County will encourage stakeholders to virtually log in and contribute to any portion of the HMP update at any time. The planning team will schedule physical meetings as needed with the municipalities and other key stakeholders. The data gained will be analyzed and presented at a series of four events. These events will not be a single physical meeting, but a combination of live and virtual meetings, web logs, and email exchanges to include at least one meeting in each phase for the public. These four meetings/events will support the main phases of the plan. The 12-month planning timeline is the ideal. Some phases and meetings may need to be compressed based upon funding availability and ongoing disasters.

##### **a. Initial Kickoff Meeting - 12 months before current plan expires**

At the kickoff meeting, the Planning Team will provide:

- A description of the expectations for plan participants in each phase of the update, to include the FEMA requirements.
- The number of meetings, the delivery method of those meetings, who will be at those meetings (multi-jurisdictional, single jurisdictional).
- How and when will Plan Participant input and data requests be made.

At the kickoff meeting the Planning Team will request:

- One Municipal Assessment survey form from each municipality that lists the most significant changes to their community since the last plan; Demographic changes, hazard events, mitigation successes, major concerns
- Are there events coming up that can be leveraged for engaging other plan participants or engaging the public?

##### **b. Risk Assessment and Capability Assessment Meeting - 8 months before current plan expires**

At the Risk and Capability event the Planning Team will ask Plan Participants and Stakeholders to provide:

- Risk Assessment forms which will evaluate their perspective on the impact of each hazard profiled in the plan update
- Capability Assessment forms which detail the new and existing hazard mitigation capabilities within the county with emphasis on the National Flood Insurance Program.

**c. Mitigation Strategy Meeting – 6 months before current plan expires**

At the Mitigation Strategy event the Planning Team will ask Plan Participants and Stakeholders to provide:

- Comments on the Mitigation Goals and Objectives.
- Comments on the progress of all mitigation actions for that municipality from the prior plan.
- At least one new mitigation action for each municipality
- Mitigation actions from other Stakeholders

**d. Draft Plan review Meeting - 3 months before current plan expires**

At the Draft Plan Review, the Planning Team will explain the FEMA review, adoption and approval process and ask the Plan Participants and other Stakeholders for their review of the draft and final comments.

**5. Plan technical requirements**

The plan will be prepared in accordance with 44 CFR201.6, FEMA LMPRG, and the PEMA SOG. The format will be IAW the PEMA SOG Appendix 1. In addition, the County will ensure the following features not spelled out in those documents will be part of the HMP Update.

1. Introduction – Executive summary – 1-2 pages of ‘what’s new’ in this update.
2. Community Profile – How our County is different; how is it changing? What makes it unique in PA?
3. Planning Process – How greater stakeholder participation was achieved through use of virtual planning, social media and other innovations. How was outreach effected by COVID-19-related constraints?
4. Risk assessment –

Hazard Identification, the County will briefly discuss any hazard that was profiled in old/current HMP but any not profiled in County HMP Update and will include a rationale for their exclusion. The County will not necessarily profile all 34 hazards profiled in the state HMP but will discuss why those that were profiled in the State Plan were left out in the county plan.

Planners will use the 7 FEMA Community Lifelines (Safety and Security, Food, Water, Shelter, Health and Medical, Energy, Communications, Transportation, Hazardous Material) to understand how the hazard will affect the Community and how they might interact to amplify damage during an event.

Source: <https://www.fema.gov/emergency-managers/practitioners/lifelines>

Hazard Profiles – County will update the risk analysis for each profiled hazard. It will identify any hazard occurrences since last plan and any new/better data since last plan. County will develop additional data layers in GIS maps to better understand who will be affected by hazards such as historical and environmental assets, persons with disabilities or other vulnerable populations. The County will work to integrate these additional layers to the county property mapper so that residents and potential residents can know their risk. The County will review the methodologies available to conduct the risk assessment (it may differ from hazard to hazard) and will utilize the best one that meets their analysis needs.

The County will integrate RISKMAP products from FEMA with the goal of developing an enhanced flood risk analysis which will go beyond the census data and flood area provided by basic HAZUS. The County will attempt to include the following key features as GIS layers in the enhanced flood risk analysis:

- Flood depth data along with flooding extent
- Building attribute data for as many structures as possible (in order) critical facilities, congregate care facilities, residences, other inhabited buildings
  - First floor elevation
  - Construction – envelope, foundation
  - Utilities location and vulnerability
  - Capacity to serve as shelter, structural and habitation resilience
  - Residents with functional or mental disabilities
  - Access for first responders during hazard event

These products will be provided to municipalities during the HMP update process to assist their appreciation of risk in their community and develop mitigation strategies. These products will also be integrated as additional GIS map layers with the HMP webpage on the County web site so that residents and other stakeholders can readily access hazard information focused on their community.

Adaptation to Climate Change will be a core theme throughout the document. The risk assessment will look at Future Conditions and their impact upon hazards. Current and historical hazard assessments may not adequately predict the impact of these hazards going forward. The county planners will work with FEMA Region III Community Planners to access the most current models that anticipate the conditions likely to occur.

## 5. Capability Assessment –

Plan integration will not just be addressed in section 5.2.5, but throughout the entire plan to better understand how the County can use its limited resources to achieve community resiliency across multiple plans and jurisdictions. The plan will leverage the work of other partners to achieve greater mitigation at lower cost than stand-alone projects.

The plan will use the FEMA Region III Community Capability Assessment Worksheet to ensure a comprehensive analysis of existing capacities and what the county and municipalities are already doing for Hazard Mitigation. The plan will be integrated geographically with neighboring counties. It will be integrated vertically with the State and FEMA plans. It will be integrated functionally into other county plans and the plans of state agencies working in the county.

The Integration of hazard mitigation principles into other local planning mechanisms (comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build a safer, more resilient community. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms themselves.

## 6. Mitigation Strategy

6.2 The PEMA SOG requires Mitigation Objectives as an intermediate step between mitigation goals and mitigation actions

The mitigation strategy will be updated to prioritize the following concepts:

Future Conditions – Mitigation actions must protect to the expected future hazard conditions vs historical risk patterns, e.g., climate adaptation, Utility Disruption, climate change.

Resiliency – Mitigation actions should allow the community to weather hazards without significant damage or need for recovery actions.

Building Codes, Ordinances, Enforcement Activities – Mitigation actions will address the adoption and enforcement of enhanced building codes and/or ordinances that go beyond the minimum industry standards and allow for future hazard conditions.

Community Lifelines – Mitigation actions will address the seven community lifelines and attempt to address multiple lines.

Nature-Based Solutions – A preference will be made for nature-based solutions that provide long term mitigation with lower costs or second order hazards.

Leveraging Partner Activities and Funding – Mitigation actions will be integrated with other plans and organizations such as water quality efforts to save funds and build support.

### **PLANNING DOCUMENT:**

The finished plan will follow the exact detailed format from PEMA Standard Operating Guide July 2020. The format below has been integrated with requirements from FEMA Local Mitigation Plan Review Guide Oct 2011.

#### 1 | Introduction

- 1.1. Background
- 1.2. Purpose
- 1.3. Scope
- 1.4. Authority and Reference

#### 2 | Community Profile

- 2.1. Geography and Environment
- 2.2. Community Facts
- 2.3. Population and Demographics
- 2.4. Land Use and Development
  - E1. Was the plan revised to reflect changes in development? 44 CFR 201.6(d)(3)*
- 2.5. Data Sources and Limitations

### 3 | Planning Process

#### 3.1. Update Process and Participation Summary

*A.1a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?. 44 CFR 201.6(c)(1)*

#### 3.2. The Planning Team -

#### 3.3. Meetings and Documentation

*A.2. The County will document the planning process by recording who was invited, their response, and how they participated (person, agency, parts/meetings) in the HMP update 44 CFR 201.6(b)(2). The County will fill out and attached the Multi-Jurisdiction Summary Sheet from page 49 of the FEMA LMPPG Checklist April 2023.*

#### 3.4. Public & Stakeholder Participation

*A.3. The County will document how the public was invited to participate in the HMP update process and their participation by venue (physical meetings, teleconferences, web blogs, social media, email, etc.) 44 CFR 201.6(b)(1) and 201.6(c)(1)*

#### 3.5. Multi-Jurisdictional Planning

*A.2. The plan must identify all stakeholders involved or given an opportunity to be involved in the planning process. At a minimum, stakeholders must include: 1)Local and regional agencies involved in hazard mitigation activities; 2)Agencies that have the authority to regulate development; and 3)Neighboring communities. 44 CFR 201.6(b)(2)*

### 4 | Risk Assessment

#### 4.1. Update Process Summary

#### 4.2. Hazard Identification

##### 4.2.1. Table of Presidential Disaster Declarations

##### 4.2.2. Summary of Hazards

#### 4.3. Hazard Profiles

##### 4.3.1. Hazard 1

##### 4.3.1.1. Location and Extent

*B.1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction? B1. 44 CFR 201.6(c)(2)(i) and 44 CFR 201.6(c)(2)(iii)*

##### 4.3.1.2. Range of Magnitude

##### 4.3.1.3. Past Occurrence

##### 4.3.1.4. Future Occurrence

*B1-d. Does the Plan include information on previous occurrences of hazard vents and on the probability of future hazard events for each jurisdiction? 44 CFR 201.6(c)(2)(i)*

##### 4.3.1.5. Vulnerability Assessment

*B2-b.. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? 44 CFR 201.6(c)(2)(ii)*

#### 4.3.2. Hazard 2

##### 4.3.2.1. Location and Extent

##### 4.3.2.2. Range of Magnitude

##### 4.3.2.3. Past Occurrence

##### 4.3.2.4. Future Occurrence

##### 4.3.2.5. Vulnerability Assessment *(Flood Hazard Only)*

*B2-c. Does the Plan address NFIP insured structures within each jurisdiction that have been repetitively damaged by floods? 44 CFR 201.6(c)(2)(ii)*

#### 4.4. Hazard Vulnerability Summary

##### 4.4.1. Methodology

##### 4.4.2. Ranking Results

##### 4.4.3. Potential Loss Estimates

##### 4.4.4. Future Development and Vulnerability

### 5 | Capability Assessment

#### 5.1. Update Process Summary

#### 5.2. Capability Assessment Findings

##### 5.2.1. Planning and Regulatory Capability

*C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources, and its ability to expand on and improve these existing policies and programs? 44 CFR 201.6(c)(3)*

*C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? 44 CFR 201.6(c)(3)(ii)*

##### 5.2.2. Administrative and Technical Capability

##### 5.2.3. Financial Capability

##### 5.2.4. Education and Outreach

##### 5.2.5. Plan Integration

*A. 4. The plan must document what existing plans, studies, reports, and technical information were reviewed. Examples of the types of existing sources reviewed include, but are not limited to, the state hazard mitigation plan, local comprehensive plans, hazard specific reports, and flood insurance studies. The plan must document how relevant information was incorporated into the mitigation plan. Incorporate means to reference or include information from other existing sources to form the content of the mitigation plan. 44 CFR 201.6(b)(3)*

*C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(ii)*

### 6 | Mitigation Strategy

#### 6.1. Update Process Summary

*E2. Was the plan revised to reflect progress in local mitigation efforts? 44 CFR 201.6(d)(3)*

#### 6.2. Mitigation Goals and Objectives

*C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? 44 CFR 201.6(c)(3)(i)*

#### 6.3. Identification and Analysis of Mitigation Techniques

*E2. Was the plan revised to reflect changes in priorities? 44 CFR 201.6(d)(3)*

#### 6.4. Mitigation Action Plan

*C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? 44 CFR 201.6(c)(3)(ii) and 44 CFR 201.6(c)(3)(iv)*

*C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? 44 CFR*

*201.6(c)(3)(iii) and 44 CFR (c)(3)(iv)*

*D3. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(ii)*

## 7 | Plan Maintenance

### 7.1. Update Process Summary

### 7.2. Monitoring, Evaluating and Updating the Plan

*D.2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? A.6. 44 CFR 201.6(c)(4)(i)*

### 7.3. Continued Public Involvement

*D.1. The plan must describe how the jurisdiction(s) will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring and evaluation.. 44 CFR 201.6(c)(4)(iii)*

## 8 | Plan Adoption

### **HIGH HAZARD POTENTIAL DAM EXPECTATIONS.**

To meet this requirement, the HMP will address the following:

- o Potential cascading impacts of storms, seismic events, landslides, wildfires, etc. on dams that might affect flooding potential.
- o Potential significant economic, environmental, or social impacts and multi-jurisdictional impacts from a dam incident.
- o Location and size of the PAR from HHPDs.
- o Potential impacts to institutions and critical infrastructure/facilities/lifelines.
- o Methods and/or assumptions for risk data and inundation analyses.
- o Documentation of limitations and the approach to address deficiencies.

The PO & PD will utilize PEMA's HHPD Classification System: Dam Risk Prioritization Methodology document to evaluate dams within their planning area. The PO & PD will acknowledge the updated HHPD analysis requirement's effect on Level of Effort and needed funding. It is requested that a clear explanation/discussion be developed; including funding documentation that is commensurate with the approach.