

CITY COUNCIL RESOLUTION NO. 2021-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL CONSULTING SERVICES RELATED TO THE PREPARATION OF AN EMERGENCY RESPONSE PLAN; AND AUTHORIZING PAYMENT FOR THE CONSULTING SERVICES TOTALING \$45,545.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services (hereinafter the “Continuing Contract”), with Jones, Edmunds & Associates, Inc. (hereinafter “Jones Edmunds”) as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested to and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires the assistance of Jones Edmunds to receive assistance with the completion of an Emergency Response Plan pursuant to the terms and conditions of Task Assignment Number Four, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution, and in compliance with the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are

incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Four with Jones Edmunds.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Four as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Four in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT FOUR TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL CONSULTING SERVICES AND PREPARATION OF AN EMERGENCY RESPONSE PLAN.

THIS TASK ASSIGNMENT NUMBER FOUR is made and entered into this ____ day of February, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. Having previously submitted the City's Risk and Resilience Assessment, the City is in need of additional assistance with the completion of an Emergency Response Plan and desires to enter into Task Assignment Four

with Consultant for such services pursuant to the terms and conditions contained in Consultant's proposed Scope of Services (hereinafter "Supplemental Agreement"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Four.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement, attached hereto, within three (3) calendar months from the Consultant's receipt of a Notice to Proceed
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services at a total projected cost not to exceed \$45,545.00.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Four, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Four and the Continuing Contract constitute the entire agreement between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment Four may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Four shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Four as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES



UTILITY EMERGENCY RESPONSE PLAN UPDATE

PREPARED FOR: Paul Dyal
Executive Director of Utilities
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: December 18, 2020

SUBJECT: Jones Edmunds Opportunity No. 95110-448-20

PROJECT BACKGROUND

America's Water Infrastructure Act of 2018 (AWIA) requires that all community water systems serving populations greater than 3,300 persons shall assess the risks to, and resilience of, its system (referred to hereinafter as the Risk and Resilience Assessment or "RRA"). The detailed RRA culminates with an Implementation Plan for capital and operational needs for risk and resilience management of the system. Due to the City's population size, the assessment must be certified to the Administrator of the Environmental Protection Agency (EPA) by June 30, 2021.

Within six months of completion of the RRA, America's Water Infrastructure Act of 2018 also requires a letter of certification to EPA that the Emergency Response Plan (ERP) for the utility has been updated. For the City's system this date is December 30, 2021. Both the RRA and the ERP are required to be updated at least every 5 years thereafter. The ERP must contain the following elements:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The ERP can be developed based on existing emergency plans such as the Hurricane Plan but is required to include response protocols for any type of emergency or event identified as a threat during the RRA. The suggested format for the ERP will be based on industry standards including the Federal Emergency Management Agency Comprehensive

Preparedness Guide (CPG 101) and on American Water Works Association guidance M19 Emergency Planning for Water and Wastewater Utilities.

SCOPE OF SERVICES

Jones Edmunds proposed the AWIA work be completed in two phases. The work associated with Phase 1 pertained to the RRA and was previously completed by Jones Edmunds and the City. The work related to Phase 2 includes the update to the City's ERP and is described herein.

PHASE 2 – EMERGENCY RESPONSE PLAN UPDATE

TASK 1 – KICKOFF MEETING AND EXISTING ERP AND DOCUMENT REVIEW

Kickoff Meeting: During the kickoff meeting the CONSULTANT and CITY staff will establish the goals, expectations and metrics, and project logistics for Phase 2; identify appropriate members for the CITY's ERP Team (which may include representatives from outside agencies such as City/County emergency management, police, fire, HAZMAT, Department of Environmental Protection, and others related to emergency response); review threats from the risk assessment and mitigation measures which may include development of incident specific response plan; discuss utility background/history in emergencies and emergency exercises; identify documents to fit under the ERP umbrella for ease of use and update; and discuss industry standards for ERP, specific information for the ERP document, and submit a data request list.

Data Collection and Review: CONSULTANT will review the documents provided by the CITY to identify data gaps and assist in collecting other local, regional, and state resources to supplement the CITY's information. This includes the CITY's related plans and response procedures such as the following documents:

- Existing Emergency Response Plan,
- Emergency planning/response policies and procedures,
- Training and exercise plans,
- Equipment lists,
- Community emergency operations plans,
- Mutual aid agreements, and
- Emergency Communications Plan.

Deliverables: CONSULTANT will prepare an agenda, meeting materials, and meeting minutes for distribution to the CITY staff as documentation of proceedings. Electronic copies of the meeting minutes will be provided within two weeks of the meeting completion. A draft table of contents for the ERP document will be submitted for this task.

TASK 2 – STAFF INTERVIEWS, ACTION CHECKLISTS, AND WORKSHOP 1

CONSULTANT will conduct staff interviews to develop and update the Utility's Incident Management Team (IMT) and Emergency Action Levels (EALs). During Workshop 1, CONSULTANT and CITY's ERP Team will designate the incident management team, including identifying three people for each role. The CONSULTANT and ERP Team will develop and discuss incident action checklists (IACs) for threats/hazards identified in the RRA process as

relevant to the CITY. These checklists may include actions for mitigation, preparedness, response, and recovery phases of an emergency. Up to 8 IACs will be developed based on the threats identified in the RRA.

Deliverables: CONSULTANT will prepare an agenda, meeting materials, and meeting minutes for distribution to CITY staff as documentation of the proceeding. Electronic copies of the meeting minutes will be provided within two weeks of each workshop completion. The IACs will be included in the draft ERP.

TASK 3 – DRAFT AND FINAL ERP AND WORKSHOP 2

CONSULTANT will develop the draft ERP using guidance from USEPA, AWWA, FEMA, and the National Incident Management System/Incident Command System (NIMS/ICS) and data collected during site visits and interviews. CONSULTANT will include information from the existing CITY emergency response plan for the water system and append these to the updated ERP. The draft update may include the following components.

- Site Specific Information
- Roles and Responsibilities
- Core and Incident Specific Response Plans
- Communication Procedures
- Mitigation Strategies
- Training

The Draft ERP will be reviewed during Workshop 2 with the CITY ERP Team. CONSULTANT and CITY staff will discuss the CITY's comments and address data gaps (if any) to refine the ERP contents, communication protocols, and contact list. CONSULTANT and CITY staff will also determine the access rights for each incident-specific response procedure for CITY staff. CONSULTANT will update the draft ERP document and issue a final copy to the City.

Deliverables: The draft report will be delivered electronically for the City review. Up to 5 hard copies (available upon request) and an electronic version of the Final ERP will be submitted to the City Project Manager.

ASSUMPTIONS

- The CITY is responsible for coordinating with all CITY staff and personnel who should be involved in the assessment including non-utility staff (such as from police or fire departments).
- It is assumed that up to 8 City employees will attend 2-hour workshops.
- CONSULTANT will provide up to 2 attendees during the workshops, interviews, and meetings.
- All existing documents will be provided by the CITY in electronic files which can be used in the ERP. If needed, CONSULTANT will review sensitive documents in the CITY's office.
- If CITY specific documents are not available for update, the CONSULTANT will use industry-standard incident action checklists for natural hazards and emergency response plans for drinking water systems.
- The CITY will provide an updated contact list for incorporation into the updated ERP.
- CONSULTANT's role is to facilitate and document the process. All decisions will be made by the CITY. As a result, the ERP is not a signed-and-sealed document.
- The CITY will submit the required certifications by letter, email, or electronic submission to the EPA Administrator, following completion of the ERP.

SCHEDULE

The City's ERP certification must be completed by December 30, 2021. Jones Edmunds estimates that this project can be completed in 3 months following Notice to Proceed. A detailed Project Schedule with milestone deliverables and proposed meetings and workshops will be submitted to the City following the kickoff meeting.

COMPENSATION

Jones Edmunds proposes to complete the Scope of Services outlined above for a not-to-exceed lump-sum fee of \$45,545. Services will be billed monthly on a percent complete basis by Task. The table below provides the breakdown of the Task Fees.

Tasks	Fee
Task 1: Kickoff Meeting and Existing ERP and Document Review	\$11,750
Task 2: Staff Interviews, Action Checklists and Workshop 1	\$14,650
Task 3: Draft and Final ERP and Workshop 2	\$19,100
Total	\$45,500