Bonneville County  
Office of Emergency Management  
CONTRACT AGREEMENT NO. C3262

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<th>Contract #:</th>
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<td>Modification #:</td>
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| Contractor: | Portage, Inc.  
1075 S Utah Ave., Suite 200  
Idaho Falls, ID 83402 |
| Attention: | Kirk Thorngren (208) 419-4133 |
| Effective date: | January 5, 2016 |
| Completion Date: | March 31, 2016 |
| Fixed Price: | $985.00 |

This Agreement is made effective January 5, 2016 by and between Bonneville County Office of Emergency Management, having a principal place of residence in Idaho Falls, ID (hereinafter referred to as Client) and Portage, Inc., having a principal place of residence in Idaho Falls, ID (hereinafter referred to as “Contractor”).

1.0 STATEMENT OF WORK

Contractor shall furnish all personnel, equipment and facilities and shall work such hours to assure performance of the work in accordance with Attachment A - Scope of Services, and the requirements, terms and conditions specified or referenced in this Contract.

Bonneville County Multi-Jurisdiction All Hazard Mitigation Plan Annual Review

The Disaster Mitigation Act of 2000 (Public Law 106-390) was established to improve the disaster planning process by increasing hazard mitigation planning requirements for hazard events. Public Law 106-390 requires states and local governments to prepare hazard mitigation plans to identify and assess hazards, document the hazard mitigation process, and document mitigation needs.

Purpose: The “2014 Bonneville County Multi-Jurisdiction All Hazard Mitigation Plan” (AHMP) is intended to be a living document that guides actions over time. As conditions change, new information becomes available, or actions progress, plan adjustments may be necessary to maintain its relevance. Per the Federal Emergency Management Agency’s (FEMA) Local Mitigation Planning Handbook, FEMA’s Local Mitigation Planning Handbook and Section 4.2.1 of the AHMP, an annual review of the document is required to track the plan’s implementation, assess its effectiveness, and update it as necessary.

Scope: The annual review will cover the following four topics:
- Update hazard past occurrence section based on any event in the past year.
- Review the county profile and individual community assessment for each hazard, and update any major changes or mitigation projects that have altered the vulnerability of each jurisdiction.
• Note accomplishments or current mitigation projects
• Update local planning efforts (comprehensive plans, emergency management plans, etc.)

Approach: A meeting invitation will be sent out the first of January to all key participants. Along with a copy of the AHMP, a checklist of the information each participant should bring to the meeting will be provided. It is anticipated that not all participants will bring the requested information. So at the conclusion of the meeting, committee members will be asked to review the discussed topics and provide additional information. The information received during and after the meeting will be documented as an addendum to the AHMP. There is intended to be a public participation component of the review. It’s suggested that once the addendum is complete, a public notice be issued noting the addendum’s availability and requesting any comments.

This is a Fixed Price Agreement for the period of January 6, 2015 through March 31, 2016.

2.0 COMPLETION DATE AND SCHEDULE

The completion date of this Agreement shall be March 31, 2016.

3.0 PRICE

Fixed Price: The fixed price of this Agreement is $985.00.

4.0 LIST OF ATTACHMENTS

None.

5.0 REQUIREMENTS

Entire Agreement
This Contract embodies the entire agreement between Client and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

Environmental, Safety and Health (ES&H)
Contractor shall abide by all applicable policies in accordance with its companywide Environmental Safety and Health Program.

Governing Law
This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho.

Indemnification.
To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor’s sole expense) and hold harmless Client, affiliated companies of Client, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (“Indemnified Parties”), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses,
judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys’ fees and costs, and consultants’ fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether active or passive. Contractor shall not be obligated to indemnify and defend Client for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Limit of Liability
Contractor’s liability for any and all claims for the services rendered under this contract are limited to the maximum value of this Agreement as indicated in Article 3, Price.

Changes and Additional Scope
Changes in the terms and conditions of this Agreement may only be made by written Agreement of the parties. Contractor shall, as mutually agreed upon by the parties hereto and upon written notice from the Client, adjust its scope of work by adding to the services and work to be performed. If such adjustment increases the cost or time required for Contractor’s work, adjusted compensation or time shall be mutually agreed upon in writing and signed by both parties as an Amendment to this Agreement.

Disputes.
The parties agree that the appropriate forum for resolution of any dispute pertaining to this Agreement shall be a court of competent jurisdiction as follows:

Litigation shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in the district court of the Seventh Judicial District for the District of Idaho in Idaho Falls, Idaho.

There shall be no interruption in the prosecution of the work, and Contractor shall proceed diligently with the performance of this Agreement pending final resolution of any dispute, claim, or litigation arising under or related to this Agreement between the parties hereto or between Contractor and its Lower-tier suppliers.

6.0 ADMINISTRATION

Contractor Administration: The Contractor’s responsibilities shall be administered by Kirk Thorngren; phone: 208.419.4133; e-mail: kthorngren@portageinc.com.

Administrative and Legal Jurisdiction. Unless the Contractor is otherwise notified in writing, Client’s responsibilities under this action shall be administered by Tom Lenderink, Director.

Technical Representation. All work performed under this Agreement shall be subject to the technical direction of Tom Lenderink, Director.

Notices: Any notice provided for this action shall be considered as having been given:

Agreement No. C3262
To the Client, if mailed to 605 N. Capital Avenue, Idaho Falls, Idaho, 83402, or if mailed electronically via e-mail (tlenderink@co.bonneville.id.us).

To the Contractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail (kthorngren@portageinc.com) or by U. S. Mail addressed to the Contractor at 1075 S Utah Ave., Suite 200, Idaho Falls, Idaho, 83402.

7.0 INVOICING AND PAYMENT

Billing and Payment: Contractor shall be paid within 30 days of Client receipt of invoice submitted at completion of work.

Contractor shall submit invoices via email for work performed in accordance with the Contract to:

Bonneville County Office of Emergency Management
Attn: Tom Lenderink, Director
605 N. Capital Avenue
Idaho Falls, ID 83402
tlenderinkl@co.bonneville.id.us

a. Invoices shall reference a unique invoice number
b. Invoices shall include the cumulative amount invoiced
c. Invoices shall reference Contract No. C3262
d. Invoices shall reference the period of performance for that invoice.

Payments under this Agreement shall be made within thirty (30) days of Client’s receipt of an acceptable Contractor invoice.

8.0 DELIVERABLES AND SCHEDULE

- See 1.0, Statement of Work

IN WITNESS THEREOF, the parties hereto have executed this Contract C3262, as of the day and year first above written:

BONNEVILLE COUNTY OFFICE OF EMERGENCY MGT

Signature: 

Name: Bonneville County
Title: Emergency Mgmt Director

Date:

Agreement No. C3262

PORTAGE, INC.

Signature:

Name: Kirk Thorngren
Title: Contracts Administrator

Date: 01-06-2016
1st Indorsement

Signature: Roger S. Christensen

Name: ROGER S CHRISTENSEN

Title: Bonneville County Commissioner

Date: 1-14-16

2nd Indorsement

Signature: [Signature]

Name: LEE STAKER

Title: Bonneville County Commissioner

Date: 1-14-16

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