

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT #2

THIS CONTRACT AMENDMENT is made and entered into this 10th day of June , 2019 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Hagerty Consulting, Inc.**, (hereinafter referred to as “**Contractor**”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated August 13, 2018, for the provision of developing a CCTA Regional Coordination Plan , (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor first amended the contract on January 28, 2019; and

WHEREAS, the County and Contractor desire to amend the Original Agreement a second time, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The compensation paid to Contractor shall be increased by \$ 29,998.00 to an amount not to exceed \$ 259,031.00 .
2. This amendment includes the provision of conducting a multi-agency and multi-jurisdiction regional workshop, supported by phone calls and webinars to review the response and recovery from the explosion incident that occurred in Durham on April 10, 2019 (Attachment #1). The information gathered during and after the workshop will be used to inform and validate the CCTA Regional Coordination Plan.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

CONTRACTOR

By: _____

Name/Title: _____

DURHAM COUNTY

By: _____

Wendell Davis, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

Attachment #1



May 6, 2019

Jim Groves MEP, CEM
Director
Durham County Emergency Management
Via electronic mail

Subject: CCTA Lessons Learned Workshop

Unified Command, regional incident coordination, crisis communication, resource management, and mass casualty response are foundational capabilities of any complex coordinated terror attack (CCTA). The region will conduct an analysis of regional challenges and weaknesses related to these foundational response capabilities that should be applied to a CCTA incident and be incorporated in to the region's CCTA operational guidance documents. The region will review response to regional incidents, such as the recent gas explosion in Durham County, to identify lessons learned in these five foundational areas.

APPROACH

Hagerty Consulting, on behalf of the region, will conduct a four-hour CCTA Lessons Learned (LL) workshop. The intent of this workshop is to analyze of challenges and issues first responders in the region face when establishing unified command and jointly responding to complex incidents.

Following the workshop, Hagerty will conduct up to ten small group discussion sessions via teleconference to delve further into issues and potential solutions identified during the CCTA LL workshop. Each teleconference is expected to be up to 90-minutes.

Using the feedback and information provided during the CCTA LL workshop and small group discussion sessions, Hagerty will develop a draft and a final concise workshop report. The findings of the CCTA LL workshop report will be integrated into the final CCTA plan presentation.

MILESTONE AND DELIVERABLE COSTS

The following presents our estimated cost by milestone. Hagerty will invoice Durham County on a monthly basis for

1618 ORRINGTON AVE, SUITE 201

EVANSTON, IL 60201

847.492.8454



the percentage of work completed in the previous 30 days. Hagerty will develop an estimated monthly invoice schedule upon receiving notice to proceed. Payment terms are net 30.

Cost by Milestone

Project Phase	Cost by Phase
CCTA LL Workshop	\$5,896
Small Group Discussion	\$10,038
Draft Workshop Report	\$11,412
Final Workshop Report	\$2,652
Total	\$29,998

Assumptions:

- » Milestone pricing is based upon the approach as outlined above. If the assumptions regarding the level of effort should not hold true, Hagerty can modify its pricing to reflect a revised level of effort or modified scope.
- » Hagerty has estimated meeting location(s) will be provided free of charge by Durham County or other regional stakeholder.
- » Hagerty will incorporate the findings of the workshop and small-group discussion sessions into the CCTA LL report. Hagerty will not be creating individual summaries of the workshop or the discussion sessions.
- » Hagerty assumes each draft deliverable will build upon the previous approved version. We will receive authorization to proceed from the Durham County project manager or based upon decisions made during the exercise planning meetings. Once we have received authorization, Hagerty will begin developing the next iteration. Once a version with recommend changes has been approved, Hagerty assumes that each version will not differ by more than 10 percent of the approved and authorized request for changes.
- » Hagerty has estimated no additional travel is needed. Hagerty will build upon the current planning meeting schedule for cost efficiency. The CCTA LL workshop will occur on the same-day as a 50-percent plan review. Hagerty will conduct supplemental meetings via teleconference as needed.

For more information, please contact Gisele Parry at 813.597.7141 or Gisele.Parry@Hagertyconsulting.com