

Attachment 1

CITY OF NEEDLES PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and Atlas Planning Solutions (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Services.

The City solicited proposals to provide City of Needles and Consulting Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated November 15, 2023 to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in “Exhibit B”** (“Services”). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Aaron Pfannenstiel as Consultant’s professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding

anything to the contrary in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in

the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

4.1 Insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

4.2 Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

4.3 Indemnity Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. Responsibilities of City.

5.1 Requests. The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

6.1 Compensation. City agrees to pay Consultant the amount of \$60,180. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$60,180 without approval by the City Council of City.

6.2 Invoices. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the

right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

6.3 Payment. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

6.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

6.5 Additional Services. In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

6.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest

arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Consultant: Atlas Planning Solutions
6578 Barranca Dr,
Riverside, CA 92506
Attention: Aaron Pfannenstiel

To City: **City of Needles**
817 Third Street
Needles, CA 92363
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 FEMA Contract Terms and Certification. This Agreement is subject to the federally required contract provisions and the FEMA recommended provisions set forth in Exhibit “D” attached hereto and incorporated herein by this reference. In the event of a conflict in the terms set forth in this Agreement and the terms set forth in Exhibit “D” attached hereto, the terms set forth in Exhibit “D” shall control.

7.4 Ownership of Materials and Confidentiality.

7.4.1 City Ownership. All documents and data (“Documents & Data”), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.

7.4.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally

known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 7.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 7.6 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 7.7 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.
- 7.8 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 7.9 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.
- 7.10 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 7.11 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 7.12 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 7.13 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 7.14 No Third Party Beneficiaries.** The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 7.15 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.16 Improper Payment.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.
- 7.17 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 7.18 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but

not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 7.19 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 7.20 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 7.21 Attorney Fees.** If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 7.22 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 7.23 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

[Remainder of the page intentionally left blank.]

**SIGNATURE PAGE TO
CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY:

CONSULTANT


CITY OF NEEDLES

A municipal corporation and charter city

Atlas Planning Solutions

A California S- Corporation

By: _____
Janet Jernigan, Mayor

By:  _____
Aaron
Pfannenstiel _____
Its Chief Financial Officer

ATTEST:

By: _____
Dale Jones, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT A

Request for Proposals

[Attached behind this page]

CITY OF NEEDLES
Request for Proposals (RFP) for

LOCAL HAZARD MITIGATION PLAN UPDATE (LHMP)

RFP Posted on October 18, 2023
Proposals due by 4:00PM PST - November 15, 2023

NOTICE IS HEREBY GIVEN that the City of Needles (“City”) is seeking proposals from qualified consultants (hereinafter “Consultant” or “Consultants”) to develop an updated FEMA-approved Local Hazard Mitigation Plan (LHMP) as described in this Request for Proposal (“RFP”).

Firms are solely responsible for ensuring their proposals are received by the submittal deadline. Proposals should be submitted in PDF format uploaded to PlanetBids and should be in a format allowing easy download and printing by the City. All pages should be 8-1/2” x 11” only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. Proposals must be received by no later than **4:00pm Pacific Standard Time, On November 15, 2023**, via upload to PlanetBids at the following link:

<https://pbsystem.planetbids.com/portal/57515/bo/bo-detail/109266>

Proposals must be signed by a representative authorized to bind the company. The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City of Needles.

The City’s most recent Local Hazard Mitigation Plan can be found in the documents tab in PlanetBids.

CITY OVERVIEW

The City of Needles is located in eastern San Bernardino County and is immediately adjacent to the Colorado River along the border of California and Arizona. The Southern tip of Nevada is located within ten (10) miles of the Northern tip of the City limits of the City of Needles.

The current population of Needles is 5,353 (January 1, 2021). The City encompasses about 31 square miles and is part of what is commonly referred to as the Colorado River Region which includes the Arizona communities of Lake Havasu City, Bullhead City, Fort Mohave (unincorporated) and Laughlin, Nevada. The community has Interstate 40 running through it (west to east) and Interstate 95 (north to south).

SCOPE OF WORK

Consultant shall manage, coordinate, prepare and administer the development of a single jurisdiction Local Hazard Mitigation Plan (LHMP) Update for the City of Needles. This scope and contract are intended to be inclusive of the entire LHMP update process from the initial planning and public outreach through the final approval by FEMA and adoption by the City of Needles. The Consultant shall prepare all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the City of Needles Local Hazard Mitigation Plan Update. The City's current version of the Local Hazard Mitigation Plan is provided in PlanetBids under the documents tab.

The Local Hazard Mitigation Plan update scope of work includes the following phases:

Project Initiation

Consultant shall identify and assemble the Mitigation Planning Team. This phase includes formally inviting the participation of representatives to the Mitigation Planning Team and all necessary administrative tasks and meetings to establish the project timeline, tracking and accounting procedures.

Public Engagement

Consultant shall prepare an outreach strategy that appropriately involves stakeholders and the public. This phase includes defining the appropriate outreach efforts, identifying the applicable stakeholders, and determining how and when to effectively engage the community. The strategy should address both the initial planning process as well as the continual involvement of the public after the plan's adoption. The public shall be engaged during all stages of the planning process, and the Consultant shall work with City staff to provide public notice and opportunity for feedback. Consultant shall be responsible for creating public surveys, and tracking, compiling, and reporting the survey results to the Planning Mitigation Team.

Plan Review

Consultant shall review the previous Local Hazard Mitigation Plan (LHMP), determine if the planning area defined therein is still appropriate and if the City's mitigation planning needs were met by the previous plan update. This phase is an overall performance review of the previous Local Hazard Mitigation Plan and includes the solicitation of feedback from the Planning Mitigation Team. Consultant shall coordinate plan review, compile review results, determine and document the status of previously identified strategies and projects, and ensure all technical elements and updates are current and accurate.

Risk, Capability, and Vulnerability Assessments

Consultant shall conduct both risk and capability assessments to determine the potential risks to the people, economy, and built and natural environments of the City, as well as identify the City's existing authorities, policies, programs, and resources available to mitigate said risks. Based on the findings of the risk and capability assessments, Consultant shall also conduct a vulnerability assessment to determine and prioritize the City's future mitigation strategies. This phase includes describing each risk, identifying all City assets and capabilities responsible for mitigating each risk, and summarizing the City's vulnerability to each risk. The update should focus on the risks and impacts that have changed since the previous update was completed.

Mitigation Strategy

Consultant shall develop a mitigation strategy to serve as the long-term blueprint for reducing the potential impacts identified in the risk, capability, and vulnerability assessments. The mitigation strategy shall establish mitigation goals and actions, as well as develop an action plan that lays the groundwork for implementation by describing how the mitigation actions will be prioritized, implemented, and administered by the City. This phase includes providing solutions for refining mitigation strategies and ensuring the identified projects align with state and federal mitigation goals and funding requirements.

Draft Plan Update, Local Review and Revisions

Consultant shall collect and compile all updated Local Hazard Mitigation Plan elements from the Mitigation Planning Team and technical specialists and produce a Draft Update to the Plan. The draft plan shall be formalized for local publication and distributed to the Mitigation Planning team, stakeholders, and the general public. This phase includes review and incorporation of feedback provided during the local review process to finalize the plan update.

Plan Submittal, Acceptance and Adoption

Consultant shall prepare a final draft of the plan update to be submitted to the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). This phase includes completion of the Local Mitigation Plan Review Tool (Regulation Checklist) to ensure the plan update meets the Federal requirements and correction of any plan elements returned by CalOES or FEMA for revision to obtain a notice from FEMA that the plan update is Approvable Pending Adoption (APA).

Integration with City General Plan Safety Element

Consultant shall coordinate with the City's Development Services Director to integrate the Local Hazard Mitigation Plan into the General Plan Safety Element. These plans are being prepared simultaneously, and thus coordination shall be on-going throughout the plan update process and include all necessary meetings, conference calls, and document sharing required to complete the Safety Element in a timely manner.

Schedule

Consultant shall complete the Local Hazard Mitigation Plan update in 15 months or less, as outlined in the following draft schedule:

1. Project Initiation	January, 2024
2. Public Outreach	February - March
3. Plan Review	February - March
4. Risk, Capability, & Vulnerability Assessments	April - June
5. Mitigation Strategy	June - July
6. Draft Plan Update, Local Review & Revisions	July - September
7. Plan Submittal, Acceptance & Adoption	September- December
8. Integration with City General Plan Safety Element	January – March 2025

CONTENTS OF PROPOSAL

All Consultants' proposals shall include the following:

1. Cover Letter

A cover letter summarizing key elements of the Consultant's proposal. Indicate the address and telephone number of the Consultant's office located nearest to Needles, California, and the office from which the Services will be managed.

2. Statement of Interest and Background.

Describe why the Consultant has an interest in this RFP and why it would be the City's best choice, and a Statement of the Consultant's background and philosophy.

3. Business Information.

State the full legal name of the Consultant's business, including the state of incorporation, as applicable. State the number of years the Consultant has been practicing law. List the names of principals or officers authorized to legally bind the Consultant, including position titles.

4. Experience/Qualifications Information.

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Additionally, this section shall define the experience of the Project Manager, other key personnel and sub-consultants assigned to the Project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the team.

Demonstrate the relevant expertise and experience of each team member. The designated Project Manager shall be the primary contact with the City during the Project period. The respondent must perform most of the services. Respondent shall disclose in the proposal all proposed subconsultant(s), including details regarding which tasks they would perform.

5. Approach/Methodology.

Consultant shall provide a detailed explanation how its firm would perform the Services required as set forth herein and demonstrate how the requirements and provisions of the scope of this Project will be implemented. Consultant shall demonstrate knowledge of the Project's Objectives and existing conditions/assumptions; identify potential issues/challenges; and describe your firm's approach to minimize disruptions to performance. Consultant shall present a comprehensive plan for completing the specified Scope of Services. The proposal should demonstrate an efficient use of work force, material resources, equipment, and technology to complete the Project within the constraints outlined in the Scope of Services and provide any additional information that communicates how your team intends to achieve the required outcomes and fulfill the responsibilities of the anticipated Agreement. A Project schedule should be included that details each Service, the timeframe for each and showing the total number of calendar days from issuance of the Award through 100% completion of the Services.

6. References.

Provide a minimum of three (3) references for work similar to this Scope of Services that the Consultant has provided within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names, phone numbers, email addresses, and dates of services performed.

7. Cost Proposal

The Cost Proposal should include a fee schedule/pricing information for each Service, as may be necessary, and a total lump sum price for the full Scope of Services. Include hourly rates for each category of employee or sub-consultants required to perform the Scope of Services as set forth in this RFP.

QUESTIONS, ANSWERS, AND ADDENDUM TO RFP

Post any questions on PlanetBids by the question deadline of **November 1, 2023**. Questions will be answered by Addendum to all registered firms.

Prior to the RFP Submittal Deadline, questions may arise regarding any aspect of this RFP. **No later than 4:00 PM PST on November 1, 2023 ("RFP Questions Due Date")**, all questions pertaining to this RFP shall be posted in the Q & A section of PlanetBids Vendor Portal.

The RFP Administrator will draft, in consultation with other City staff, a response to all questions submitted by all prospective Consultants. The responses will be emailed via PlanetBids to the inquiring Consultants after the RFP Questions Due Date and no later than 7 days prior to RFP submittal deadline. Changes to the RFP itself shall only be

made by the City via a formal written addendum and shall become a part of the RFP document.

SUBMITTAL DEADLINE AND FORMAT

Proposals are due by 4:00 PM PST on November 15, 2023 (“RFP Submittal Deadline”). Proposals will only be accepted in Portable Document Format (PDF) via PlanetBids. One (1) digital copy of the proposal, along with one (1) digital copy of the cost proposal in PDF form shall be submitted no later than the RFP Submittal Deadline. No exceptions to this requirement will be considered. Proposals submitted by any other method such as hard copy. Failure to completely send document(s) by the deadline shall result in disqualification. Proposals may be submitted at any time prior to the RFP Submittal Deadline.

SELECTION PROCESS

The City intends to evaluate Consultants based upon the data presented in the proposals submitted in response to this specific RFP. The City reserves the right to determine whether a proposal meets the requirements of this RFP and reject any proposal that, in the City’s sole and absolute discretion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any or all proposals.

The City may utilize some or all of the following general selection criteria (Technical Evaluation, Interviews, and Reference Checks) to evaluate the proposals:

1. TECHNICAL EVALUATION

- a. Qualifications of the Consultant and Consultant’s team conducting similar Services of comparable complexity and magnitude, particularly for government agencies.
- b. Relevant experience of the Consultant with similar Services, including the level of education, training, licensing, and certification of staff.
- c. A demonstrated understanding of the City’s needs and the RFP requirements.
- d. The proposal is responsive, well organized and presented in a clear, concise, and logical manner; quality control, thoroughness, and ability to meet deadlines is well defined.
- e. Capability to perform the Scope of Services promptly and in a manner that meets established deadlines.
- f. Approach/Methodology identified in Consultant’s proposal.
- g. Ability to communicate and work effectively with City staff, other public agencies, and related parties as necessary to successfully perform the Scope of Services.
- h. Availability, experience, and knowledge of all subconsultants engaged by the Consultant to complete the Scope of Services.
- i. Fair, reasonable, and competitive cost to deliver the of the Scope of Services.

2. INTERVIEWS

- a. The City reserves the right to conduct interviews with any Consultant. Should the City pursue scheduling interviews, they are targeted to be scheduled the week of November 27, 2023.

3. REFERENCE CHECK

- a. The City may perform reference checks for similar work completed for any Consultant interviewed.

SCHEDULE FOR SELECTION AND AWARD

All date shown are tentative and subject to change. The City will make every effort to adhere to the dates shown below. Advance notice of any changes to the schedule will be given to any firm that has submitted a response to this RFP by the deadline.

Provided below is the anticipated timeline to be followed for this RFP process:

- 1. Release of RFPOctober 18, 2023
- 2. Written questions due dateNovember 1, 2023
- 3. RFP Due DateNovember 15, 2023
- 4. Evaluation of RFP Submittals November 27-December 8, 2023
- 5. Consultant Interviews November 27-Decemebr 8, 2023
- 6. City Council Meeting Award.....December 12, 2023
- 7. Notice of Selection.....December 13, 2023
- 8. Kick-off Meeting.....January 10, 2024

PROFESSIONAL SERVICES AGREEMENT

The City anticipates entering into an Agreement for Services (“Agreement”) with the selected Consultant(s) based on the negotiated Scope of Services and agreed upon fee. Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Scope Services described in this RFP. City will not be responsible for reimbursing Consultant(s) for any charges not included in the Cost Proposal that are incurred in securing these requirements.

PROJECT BUDGET

\$120,000

EXHIBIT B

Proposal

[Attached behind this page]



Proposal for:

Local Hazard Mitigation Plan Update

City of Needles
817 Third Street
Needles, CA 92363

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

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I. Cover Letter

November 15, 2023

City of Needles
817 Third Street
Needles, CA 92363

Dear Mr. Martinez,

As a unique community in eastern San Bernardino County and part of the Colorado River Region, Needles faces numerous challenges associated with natural and human-caused hazards. Hazards like earthquakes, drought, dam failure and flooding, can have a significant impact on the daily lives of residents and city operations. Through the hazard mitigation planning process, the city can better understand how to manage the risks associated with the primary hazards that can impact the City. The City's desire to update its local hazard mitigation plan can become the catalyst to address many of the natural hazard issues and fix many of the problems created from past decisions. Knowing the challenges that cities face with limited budgets, reduced staffing, and limited resources, this opportunity can help ensure the community doesn't fall further behind.

This update can also provide opportunities for the City to better integrate the General Plan Safety Element into their overall mitigation strategy. When combined these documents can expand City capabilities and improve mitigation activities undertaken by City departments. In addition, this update process will require adherence to the latest revisions in FEMA guidance that went into effect on April 19, 2023. Atlas Planning recently completed one of the first plans approved by Cal OES and FEMA under this new guidance, and currently has another plan being reviewed by Cal OES/FEMA, which we believe will benefit Needles' update process. With our home office located in Riverside CA, Atlas Planning Solutions has a regional familiarity and experience with other jurisdictions within the San Bernardino County area which can provide unique insight into local hazards.

For the Atlas Planning Solutions Team, Aaron Pfannenstiel will serve as the project manager and the City's primary point of contact. Mr. Pfannenstiel is committed to ensuring the highest quality product and process for the City and ensures that all personnel proposed will work on this project. As a firm principal, Aaron has read and will comply with all terms and conditions contained in this RFP and is authorized to negotiate and execute contracts on behalf of the firm. If you have questions or would like to schedule an interview with our team, please contact us at your convenience.

Primary Point of Contact

Aaron Pfannenstiel
Principal
Phone: 951-444-9379
Email: aaron@atlasplanning.org

Respectfully submitted,



Aaron Pfannenstiel

II. Statement of Interest and Background

The City's desire to update the Local Hazard Mitigation Plan (LHMP) is a significant step towards improving the quality of life for current and future residents and property owners. Based on the RFP, the Atlas Planning Solutions (APS) team understands that this updated plan must:

- Meet Disaster Mitigation Act of 2000 (DMA 2000) requirements and the latest guidance prepared by FEMA, which went into effect on April 19, 2023.
- Meet the current and future needs of Needles staff and City Departments.
- Meet the current and future needs of residents, businesses, and property owners.
- Identify updated mitigation strategies and actions that make the community safer and more resilient.
- Create an easy and staff focused process to streamline the LHMP update.
- Remain consistent with the City's General Plan, Emergency Operations Plan, and California State Hazard Mitigation Plan.
- Provide opportunities for community members and stakeholders to participate in the planning process.

Atlas Planning Team Differentiators

Based on these factors, the APS Team offers the following differentiators on why APS would be an ideal choice for the City of Needles' LHMP update:

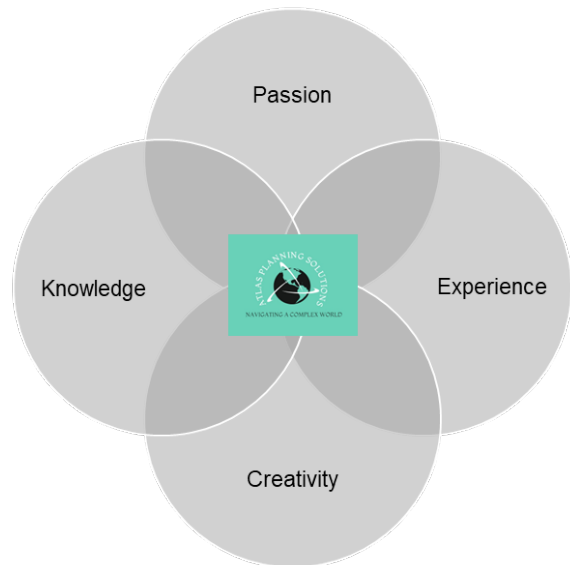
Passion – Members of our team are passionate about helping clients tackle the issues surrounding climate change, sustainability, hazards, and resilience. Helping clients address these issues is something we care about personally and professionally.

Experience – Members of our team have worked in urban planning, hazard mitigation, and emergency management for decades. This experience has helped save time and money and avoid many pitfalls that have befallen other jurisdictions in the past.

Creativity – Hazard mitigation planning can be a creative endeavor for our clients. Facilitating this process has allowed many agencies to challenge some of the long-held beliefs, establish new policies, and create projects and opportunities that leverage this process.

Knowledge – Our team understands how hazard mitigation plans fit into the bigger picture for a City like Needles. Leveraging the process allows for better integration into city systems and processes. Our goal is to ensure this plan and process helps the City better understand how to leverage new funding sources and accomplish more in the end.

Finally, this update provides an opportunity for Aaron Pfannenstiel to assist the City once again with hazard mitigation planning. Mr. Pfannenstiel was the previous author of the 2011 LHMP Annex, when he was employed at RBF Consulting/ Michael Baker International.



III. Business Information

Atlas Planning Solutions



Atlas Planning Solutions (APS) focuses on making the world a better place. Founded in 2018 in Riverside, California, our mission is to leverage our skills and experience in comprehensive planning, climate adaptation, and hazard mitigation, offering clients a wide range of consulting services to help them navigate their complex problems and issues. Our focus is on successful client outcomes that build agency capacity, create resilient places to live and work, and create communities that thrive in this ever-changing landscape.

As a small, woman-owned, and service-disabled veteran-owned business in the State of

California, APS understands that successful outcomes rely on client satisfaction, optimal project management, and a clear understanding of clients' needs. We strive to exceed our client's expectations, which has translated into repeat business and numerous referrals for our services.

APS specializes in the integration of planning tools like Local Hazard Mitigation Plans and Climate Adaptation Vulnerability Assessments into the General Plan. Since 2006, the State of California has incentivized the integration of these two documents, which has become a significant opportunity for communities throughout California.

Atlas Planning Solutions Business Information

Legal Name: Atlas Planning Solutions |S-Corporation, Incorporated in 2018 in the State of California.

Address: 6578 Barranca Drive, Riverside, CA 92506

Phone: 951-444-9376

Email: aaron@atlasplanning.org; suzanne@atlasplanning.org

Firm Principals/ Officers:

- Suzanne Murray – Principal/ CEO
- Aaron Pfannenstiel – Principal/ CFO/Project Manager

Staff Members:

- Dennis Larson – Senior Planner/GIS Analyst
- Crystal Stueve – Senior Planner
- Robert Jackson – Associate Planner

Number of Years in Business: **4+ years**

Number of Years Performing Requested Services: **22+ Years**

To support this effort, Atlas Planning Solutions has partnered with Navigating Preparedness Associates. Our two firms frequently partner on projects to provide better client service and increased capabilities. The following are details regarding the firm and personnel:

Navigating Preparedness Associates (NPA) Firm Description

Navigating Preparedness Associates (NPA), Limited Liability Corporation (LLC) is a Disabled Veteran-Owned Small Business Enterprise (SDVBE), California #1770371, with a single office located in Lafayette, California. Founded in 2014, NPA provides emergency management solutions for local, state, and federal government and private industry. Our associates are experts in delivering solutions across a broad spectrum of mitigation, preparedness, response, and recovery functions.

Navigating Preparedness Associates (NPA) has decades of experience in the following areas:

- Disaster Mitigation Act (DMA) 2000 Compliant Hazard Mitigation Plans
- Water District Emergency Preparedness
- Public Health Emergency Preparedness and Response
- City, County, and Special District Emergency Operations Plans
- Maritime Threat Analysis and Response
- Catastrophic Incident Planning
- Homeland Security Exercise and Evaluation Program (HSEEP) Compliant Exercises

IV. Experience/Qualifications Information

Qualifications and Experience of Proposed Project Staff

The APS team is comprised of key staff with diverse skill sets and experience. We operate under a working principal model, whereby principal owners of the firm are actively involved and engaged with day-to-day client management, deliverable preparation, and project oversight based on client needs. The team members proposed for this effort are summarized below, and resumes are provided in **Attachment A**.

Aaron Pfannenstiel will serve as the Project Manager for the APS Team and brings over 20 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer.

Suzanne Murray will serve as a Quality Assurance/Quality Control specialist. With over 16 years of technical writing and editing experience and an emphasis on documents and reports prepared for the federal government, including standard operating procedures, information reports, information and white papers, and presentations. Her primary role with Atlas Planning is preparing and reviewing hazard mitigation and emergency management documents.

Dennis Larson will serve as a senior planner and brings over 22 years of experience leading public agency management programs, policy research efforts, and technical analyses. Dennis will provide vital support to plan integration and vulnerability analysis portions of the plan. Mr. Larson's

specialties include advanced planning project development, climate resiliency policy, Geographic Information Services, and economic impact analyses.

Crystal Stueve will serve as a primary researcher and author. With a strong background in writing and research and reliance on over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, documentation of processes and outcomes, and developing plans that are easy to read, understand, and implement.

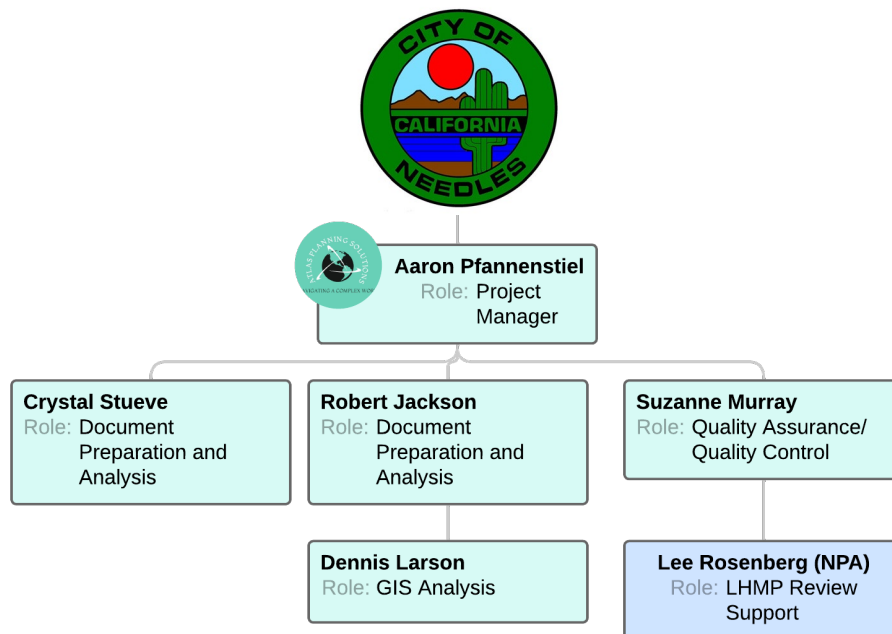
Robert Jackson will serve as a primary researcher and author. Mr. Jackson has supported Atlas Planning for the past three years, updating LHMPs and Safety Elements, and will bring that knowledge and experience to this effort for the City.

Lee Rosenberg is a Certified Emergency Manager (CEM) with over 35 years of experience leading real-world contingency operations and addressing complex emergency and disaster issues. Mr. Rosenberg is a retired US Navy Captain who also served as a Federal Emergency Management Agency (FEMA) Region IX (RIX) Federal Coordinating Officer. Mr. Rosenberg will serve as a senior planner and subject matter expert for this project, lending his experience and leadership to this project.

Team Organizational Chart

To effectively manage the APS Team, the following organization chart was developed to highlight how team members will interact with the City. The primary point of contact for the APS Team, **Aaron Pfannenstiel**, will be the primary point of contact with the City's Project Manager and the go-between for the rest of the APS Team. This structure is similar to many of the other successful projects completed by our team in jurisdictions throughout California.





































































All staff proposed on this organizational chart will perform the duties prescribed in this proposal. If, for any reason, a staffing change is required, Aaron Pfannenstiel will notify the City's Project Manager of the proposed change and receive written approval for the proposed change prior to new staff working on the project.







































Atlas Planning Solutions' Hazard Mitigation Planning Experience

Atlas Planning Solutions staff have completed or are currently working on several Local Hazard Mitigation Plans and General Plan Safety Elements throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing hazards and resiliency within California, Atlas Planning Solutions has a breadth of experience to support the City.

Over the past 10 years, Atlas Planning Solutions staff have assisted the following jurisdictions throughout Southern California (Jurisdictions with projects similar to the City of Needles LHMP update are in **bold**):

Atlas Planning Solutions Prior Experience				
Jurisdiction	LHMP Assistance	Safety Element Assistance	Climate Adaptation Assistance	Evacuation Assistance
City of Anaheim (2022)				
City of Aliso Viejo (2023)				
City of Canyon Lake (2022)				
City of Capitola (2013)				
City of Colton (2019)				
City of Costa Mesa (2021)				
City of Duarte (2013)				
City of Encinitas (2023)				
City of Fullerton (2019)				
City of Hollister (2022)				
City of Huntington Beach (2012, 2017, 2022)				
City of Irvine (2020)				
City of La Palma (2020)				
City of Laguna Beach (2018, 2021, 2023)				
City of Laguna Woods (2017)				
City of Lancaster (2021)				
City of Loma Linda (2022)				
City of Maricopa (2015)				
City of Ontario (2023)				
City of Palm Desert (2017)				
City of Perris (2021)				
City of Rancho Cucamonga (2021)				
City of Redondo Beach (2020)				
City of Santa Rosa (2016, 2022)				
City of Saratoga (2012, 2023)				

City of Seal Beach (2019)				
City of South Gate (2018)				
City of Stanton (2022)				
City of Torrance (2017)				
City of Vernon (2022)				
City of Westminster (2017)				
Town of Hillsborough (2023)				
Town of Portola Valley (2023)				
Town of Windsor (2017)				
County of Butte (2023)				
County of Inyo/City of Bishop (2017)				
County of Mendocino (2021)				
County of San Diego (2021)				
County of Santa Clara (2023)				

The following representative projects highlight Atlas Planning Solutions' relevant experience. Several of these provide reference information as identified by the RFP.

2023 Ontario LHMP Update | City of Ontario

Atlas Planning Solutions recently updated the 2018 City of Ontario LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were implementable, which was a big concern for the City. As part of this effort, our team is also updating the City's Emergency Operations Plan. As of October 17th, 2023, the plan was one of the first in the region to be reviewed under the new guidance and regulations and has completed the FEMA review process with only minor revisions. This plan is considered to have entered the Approval Pending Adoption (APA) status. The Ontario plan is one of the first LHMPs to be approved under the 2023 updated FEMA guidance and regulations.

Type of Contract: LHMP Update Preparation, Emergency Operations Plan Update, Evacuation Assessment, and Tabletop Exercises.

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Ontario
Contact Name and Title	Joseph Ramos
Company Address	425 E B St, Ontario, CA 91764
Contact Telephone Number	909-395-2542
Contact Email	JRamos@ontarioca.gov
Timeframe	August 2022 - Present

2023 Costa Mesa LHMP Update | City of Costa Mesa, CA

Atlas Planning Solutions is currently preparing the City of Costa Mesa's first Local Hazard Mitigation Plan. This plan focuses on key issues within the community, such as aircraft incidents, space weather, climate change, dam failure, seismic and geologic hazards, flooding, hazardous

materials, and terrorism/mass-casualty incidents. As part of this effort, our team is also updating the City's Emergency Operations Plan and providing guidance on future updates to the General Plan Safety Element and Evacuation Assessment. The plan was recently reviewed by Cal OES and, after minor revisions, has been transmitted to FEMA for final review and approval. This project is currently within budget and the original schedule, even with delays suffered by the COVID-19 pandemic and changeover in City staff. Completion will occur on budget and within the original grant window identified by FEMA/Cal OES.

Type of Contract: LHMP Preparation and Emergency Operations Plan Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Costa Mesa
Contact Name and Title	Brenda Emrick
Company Address	77 Fair Drive, Costa Mesa, CA 92626
Contact Telephone Number	714-327-7406
Contact Email	brenda.emrick@costamesaca.gov
Timeframe	March 2021– March 2023

2022 Anaheim LHMP Update | City of Anaheim, CA
 Atlas Planning Solutions recently updated the 2017 City of Anaheim LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were implementable, which was a big concern for the City. As part of this effort, Atlas Planning Solutions updated the City's General Plan Safety Element (adopted on 1/10/2023), addressing climate adaptation and evacuation concerns. This plan was approved in May 2022 and received zero comments from FEMA during their review. This project was completed on time and within the original budget.

Type of Contract: LHMP Update and General Plan Safety Element Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Anaheim
Contact Name and Title	Dr. Jannine Wilmoth
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805
Contact Telephone Number	714-765-4095
Contact Email	jwilmoth@anaheim.net
Timeframe	June 2021 – January 2023

2022 / 2017 / 2012 Huntington Beach Local Hazard Mitigation Plan Updates | City of Huntington Beach, CA
 Atlas Planning Solutions updated the City's 2022 LHMP. This is the third opportunity for Atlas Planning Solutions staff to support the City with their LHMP. Prior updates occurred in 2012 and 2017. These updates included reviews of city plans and policies, identification of facilities necessary for city operation, prioritization of hazards, preparation of hazard profiles that could impact the city, preparation of a risk assessment, and updated mitigation actions to reduce potential vulnerabilities in the future. The process included facilitating meetings with City

department personnel and various stakeholders and close coordination with City staff to ensure that the appropriate focus and direction were used to complete the document. In addition, an online public opinion survey was distributed to over 3,000 residents, stakeholders, and interested parties via a press release, direct correspondence, and the City's website. The final review of both the 2012 and 2017 plans by Cal OES and FEMA Region IX resulted in minimal comments and revisions. The 2022 LHMP Update received zero comments from FEMA during their review and was adopted by the City in December 2022. This project was completed on time and within budget. All prior updates have also been completed in the same manner.

Type of Contract: LHMP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Huntington Beach
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Company Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Timeframe	July 2012 – Current (This includes all services provided to the City since 2012)

2021 Rancho Cucamonga LHMP Update | City of Rancho Cucamonga, CA

Atlas Planning Solutions has assisted the City of Rancho Cucamonga since December 2019 with various hazard-related efforts. During this time, the APS Team assisted with an update to the General Plan Safety Element (as part of the Plan RC project), updated the City's 2021 Local Hazard Mitigation Plan, supported the preparation of an Evacuation Assessment that met both SB99 and AB 747 requirements, and is currently updating the City's Emergency Operations Plan. Key concerns throughout these projects focus on the prevalence of high wildfire risks that could trigger the need for emergency response and evacuations. Key outcomes of this effort include better integration of the EOP, LHMP, and Evacuation Assessment with the General Plan Safety Element and the ability of the City to better align goals, policies, and implementation actions across these different planning frameworks. The LHMP Update was completed in approximately 15 months (suffering minor delays during the start of the COVID-19 pandemic). Review and approval by Cal OES and FEMA involved minor revisions that significantly streamlined the review and approval process. This project was completed on time and within budget.

Type of Contract: LHMP Update, General Plan Safety Element Update, Evacuation Assessment, and EOP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Rancho Cucamonga (Fire Protection District)
Contact Name and Title	Joseph Ramos, Emergency Management Coordinator
Company Address	10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Contact Telephone Number	909-774-3009
Contact Email	Joseph.Ramos@cityofrc.us
Timeframe	December 2019 – November 2021 (Significant delay due to Covid-19)

2021 County of Mendocino Safety Element Update, LHMP Update, and Climate Adaptation Vulnerability Assessment | County of Mendocino, CA

Atlas Planning Solutions led a multi-disciplinary team that updated the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan and General Plan Safety Element and prepared a Climate Adaptation Vulnerability Assessment. This update focused on recent wildfire incidents that have occurred within the region in the past three years, as well as the changing regulatory requirements necessary to ensure compliance with state law. Both the MJHMP and Climate Adaptation Vulnerability Assessment provide the foundation for goals and policies that the County and Cities will implement in the future, as well as mitigation strategies to further reduce potential hazards in the near term.

Type of Contract: Safety Element Update, LHMP Update, Climate Adaptation Vulnerability Assessment

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	County of Mendocino
Contact Name and Title	Nash Gonzalez, Planning Director
Company Address	501 Low Gap Road, Ukiah, CA 95482
Contact Telephone Number	707-234-6693
Contact Email	gonzalezn@mendocinocounty.org
Timeframe	March 2020 – June 2021

2020 Irvine LHMP Update | City of Irvine, CA

Atlas Planning Solutions prepared the 2020 update of the City of Irvine LHMP. This update focused on refreshing the last updated plan in 2005 and ensuring the current version met all of the new FEMA requirements introduced in 2011. As part of the update, the APS Team had to navigate the changing conditions associated with COVID-19 restrictions and demands on staff time and capacity. The plan's update received minimal comments from Cal OES and obtained FEMA approval without comment.

Type of contract: LHMP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Irvine
Contact Name and Title	Robert Simmons, Emergency Management Administrator
Company Address	1 Civic Center Plaza, Irvine, CA 92606
Contact Telephone Number	949-724-7235
Contact Email	rsimmons@cityofirvine.org
Timeframe	September 2019 – August 2020

2021 Laguna Beach Safety Element Update and 2023 Laguna Beach Local Hazard Mitigation Plan Update | City of Laguna Beach, CA

Atlas Planning Solutions staff have supported several projects for the City of Laguna Beach. In 2021 APS supported the City's update of the General Plan Safety Element. This update focused

on streamlining the Safety Element, which was previously adopted in 1995. As part of this process, APS updated the element to ensure compliance with Government Code, updated (SB 1241, SB 379, AB 2140) and supported the City during the Cal Fire/ Board of Forestry review and approval process, and facilitated discussions with Emergency and Disaster Preparedness Committee members that collaborated on the element update process. During the update, Aaron worked with Marc Weiner, James Brown, and Brenden Manning.

Prior to joining Atlas Planning Solutions, Aaron Pfannenstiel managed the preparation of the City's first LHMP. Key issues identified in this LHMP included wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. During the update, Aaron worked with Jordan Villwock (previous Emergency Services Coordinator for Laguna Beach). APS also performed the 2023 LHMP update to the previous plan. This update supported their previous plan and the mitigation actions set forth in that plan, which included an update to current mitigation actions based upon status of completion. As of November 2023, the updated plan is currently at being reviewed by Cal OES so it can be forwarded to FEMA for final review and approval.

Type of Contract: Safety Element Update | LHMP (Update)
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Robert Jackson, Crystal Stueve, Dennis Larson

Reference Information	
Company Name	City of Laguna Beach
Contact Name and Title	Marc Wiener, Community Development Director Brendan Manning, Emergency Operations Coordinator
Company Address	505 Forest Avenue, Laguna Beach, CA 92651
Contact Telephone Number	949-497-0361 949-497-0350
Contact Email	mwiener@lagunabeachcity.net bmanning@lagunabeachcity.net
Timeframe	April 2023 - Current

Navigating Preparedness Associates (NPA) Hazard Mitigation Planning Experience

NPA has completed the development of, or updates to, dozens of LHMPs. Key relevant past projects completed by NPA are identified below:

- Valley County Water District: LHMP update (2020)
- City of Lynwood LHMP (2020)
- City of Artesia LHMP (2020)
- City of Hawthorne LHMP (2020)
- County of Tulare Multi-jurisdiction LHMP (2018)
- Gila County, AZ Multi-jurisdiction LHMP (2018)
- City of Hermosa Beach LHMP (2017)
- City of Covina - Water Agency ERP (2017)
- City of Pittsburg, CA (2016)
- Water Emergency Transportation Authority: Develop LHMP and other projects (2016)

V. Approach/Methodology

Project Approach

The APS Team approach to updating Needles's Local Hazard Mitigation Plan requires adherence to the following:

Federal Laws

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended.

Federal Regulations

- 44 CFR Part 201 Mitigation Planning.
- 44 CFR, Part 60, Subpart A, including § 60.3 Flood plain management criteria for flood-prone areas.
- 44 CFR Part 77 Flood Mitigation Grants.
- 44 CFR Part 206 Subpart N. Hazard Mitigation Grant Program.

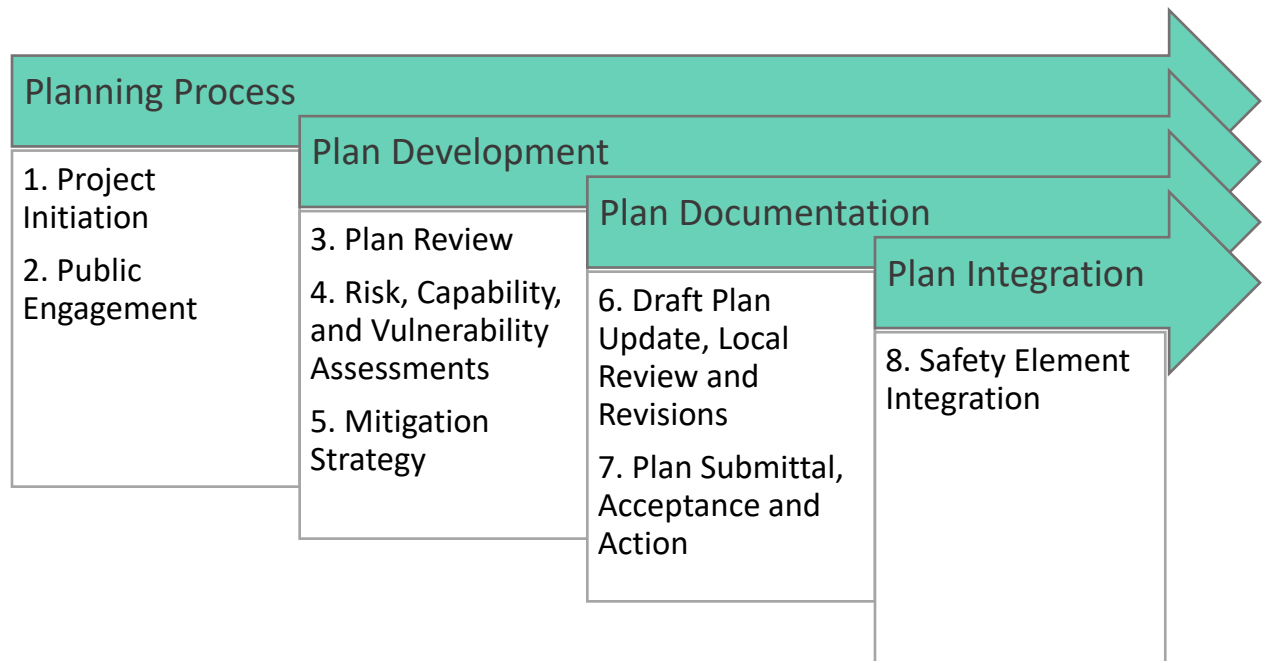
Federal Guidance

- FEMA Local Mitigation Planning Policy Guide (FP 206-21-0002), effective April 19, 2023

State Requirements

- California Government Code §8685.9 and §65302.6 (commonly referred to as Assembly Bill 2140) – incentivizing integration of the LHMP into the General Plan Safety Element
- California Government Code §65302 (G)(4) – requiring hazards exacerbated by climate change be discussed in the General Plan Safety Element

To complete this, the APS Team proposes the following project approach, which integrates the tasks identified in the RFP:



Scope of Work

The following scope of work is based on the APS Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP update. The scope developed is consistent with the City's RFP, including tasks that ensure an efficient and effective planning process. If any proposed tasks need refinement or further discussion, the APS Team will be happy to work with staff to address their needs.

1. Project Initiation

APS will conduct a Kick-Off meeting (in person or virtual) with key project management staff from the City, to form the Mitigation Planning Team (MPT), including key City Departments, identified stakeholders, and other relevant organizations/agencies that support City functions. This includes formal invitation for potential MPT members via email. As part of this meeting, the APS Team will conduct initial research and discuss key project outcomes, project timelines, prior planning efforts, and current issues facing the City. APS will also be responsible for the tracking, accounting procedures and LHMP update project status reports.

MPT Meetings

Although this is an update to the plan, the APS Team recommends three internal MPT meetings (in person or virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

MPT Meeting 1 – Review the planning process, identification of key hazards of concern, data gathering and research, review of base maps, and confirmation of critical facilities list.

MPT Meeting 2 – Review of updated hazards mapping, risk assessment, and capabilities assessment.

MPT Meeting 3 – Review of draft mitigation actions and strategies and prioritization exercise to identify high priority initiatives.

Documentation of these meetings will become a foundation of the planning process described in the plan.

2. Public Engagement

In preparation for outreach and engagement activities, the APS Team will prepare a memorandum to the City describing the community engagement strategy in terms of groups to be contacted, the structure of meetings and workshops, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to ensure the list of contacts is comprehensive and properly targeted.

Upon completion of the engagement memorandum, the APS Team will develop materials to advertise planned workshops and suggest additional methods of alerting residents and property owners about the planning process and the importance of the LHMP. Content for the Needles City Website and printable advertisements will be prepared for the community engagement opportunities identified in the memo.

The APS Team assumes two public meetings will be conducted, to provide input during plan development. The following meetings are anticipated:

Needles Community Outreach Meeting

The APS Team recommends conducting this meeting early in the planning process to allow elected/appointed officials, and community members an opportunity to learn about the LHMP planning/update process and provide feedback regarding the previous plan and new issues or trends of concern that the updated plan can address. This meeting will include a formal presentation to the audience. It is recommended that this meeting be conducted at a regularly scheduled City Council or Planning Commission meeting or a special meeting, if the City prefers to conduct this separately from those meetings.

Needles City Council Meeting

To release the Public Review Draft LHMP, the APS Team will support City staff with a presentation to City Council, which will provide an opportunity for feedback and comment from the Council as well as the public. This meeting will include a formal presentation, question and answer period, as well as an opportunity for community members to provide input and comment on the plan in person. If desired, this meeting could be conducted at the Planning Commission if the City prefers.

Hazard Mitigation Plan Survey

As part of the public outreach process, APS will create a hazard mitigation plan survey to poll the residents of the community on their experiences with natural hazards in the City. This survey, once approved by the MPT, will be made available for distribution on the City's project website. APS will monitor, track and finally compile the responses to the survey after the allotted public review time has been completed. APS will share the information with the MPT and incorporate the data into the updated LHMP per FEMA requirements.

City Staff Requirements

The APS Team anticipates City staff will support this task by reviewing the engagement strategy memo and outreach content; posting outreach content to the City website and any other means of outreach; assisting with arranging meeting locations, timing, and pertinent information; and attending meetings to provide feedback during the planning process.

3. Plan Review

APS will review the previous LHMP completed in 2011. As part of this review process, APS will ensure that the current hazards addressed in the current version of the plan remain relevant to the City, and identify, if any, new hazards need to be added to the updated LHMP. The list to the right identifies the current hazards profiled in the 2011 LHMP and potential additions due to updated FEMA guidance.

Current Hazard Profiles
Earthquake Hazards (includes Liquefaction)
Flood Hazards
Drought Hazards
Extreme Heat Hazards
Dam Failure Hazards
Hazardous Materials Release
Climate Change (new requirement)

The APS Team as part of the review process, in partnership with the MPT, will discuss the current hazards profiled in the 2011 plan. During MPT Meeting #1 these hazard profiles will be confirmed and additional hazards/requirements will be discussed. The review process also includes an analysis and performance review of the previous LHMP's mitigation actions and the current completion status of these actions. APS in collaboration with the MPT will determine which mitigation actions shall remain in the updated plan, which actions should be edited to better

address the City's current needs, and which actions if any should be removed from the updated version of the plan. All of these changes shall be documented and included in the new plan as part of the update process and will meet the FEMA requirements

As part of the hazard profile updates additional GIS mapping and analysis will be conducted. Through this process, the City will have a deeper understanding of local conditions and how your critical facilities may be affected (see Figure 1 for an example).

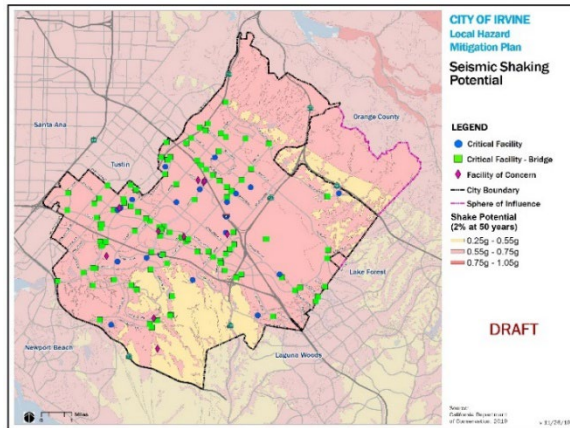


Figure 1 - Example of LHMP Seismic Hazards Mapping

As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements as well as FEMA guidance. This approach has been used by APS and has been found to make it easier to focus on updating the content within the plan, improving readability and continuity. The data and information gathered during this task will be shared with the MPT during Meeting #2. During this task, we typically provide a public outreach opportunity that conveys the overall project information and initial information gathered on the hazards of concern identified by the MPT for public input and feedback.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on relevant hazards, data, and historical information on the hazards of concern and guidance on new issues or concerns to be incorporated into the plan.

4. Risk, Capability, and Vulnerability Assessments

Upon confirming the City's critical facilities inventory and initial GIS mapping, the APS Team will conduct a vulnerability assessment that relies on this information. This vulnerability assessment will include potential loss estimates, an analysis of the City's development trends and potential changes to demographics, and a social vulnerability analysis, relying on available GIS datasets provided by the City or other local, state, and/or federal agencies (FEMA National Risk Index). All maps prepared will be provided in both ArcGIS and PDF formats for City use. The data and information gathered during this task will be shared with the MPT during Meeting #2. A key input will include using FEMA's National Risk Index to estimate potential losses (Figure 2). This is in

Composite Expected Annual Loss		\$148,549.63	
Composite Expected Annual Loss Rate National Percentile		4.6	
Building EAL	\$104,794.97	Population EAL	0.00 fatalities
Building EAL Rate	\$1 per \$6.87K of building value	Population EAL Rate	1 per 984.64K people
Agriculture EAL	\$0.00	Population Equivalence EAL	\$43,754.65
Agriculture EAL Rate	--		

Figure 2 - FEMA National Risk Index - Composite Annual Loss for Needles

place of HazUS, as FEMA is now relying on this index to ensure greater consistency between local planning efforts and datasets developed by State and Federal agencies. One of the key factors to this portion of the update is ensuring that any risks and impacts that might have changed in the City since the previous plan was adopted are analyzed, evaluated, and discussed.

In addition to the mapping and analysis, the APS Team will also update the Capabilities Assessment to meet new FEMA requirements. This task includes a review of the existing planning regulations and programs that can support current mitigation capabilities. A key element of this review is identifying ways to expand this capability to ensure future efforts are easier and better integrated into the City mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Critical Facilities Inventory, the vulnerability assessment and capabilities assessment results, and any relevant data/information that may assist with the analysis as part of this task.

5. Mitigation Strategy

To initiate the development of mitigation strategies and actions, the APS Team will review the General Plan Safety Element (being updated concurrently with the LHMP according to the RFP), Capital Improvement Plans, LHMPs from surrounding cities, and the State of California HMP. Based on this review, recommendations for the plan's hazard mitigation goals will be provided to the MPT for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare City mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will identify the department lead for the specific mitigation action, funding and staffing resources, time frame for completion, and implementation steps for each prioritized mitigation action. The data and information gathered during this task will be shared with the MPT during Meeting #3. As part of the mitigation actions development, the APS Team will create a Monitoring and Implementation Workbook that is incorporated into the Appendix of the LHMP. This workbook is intended to help City staff understand how mitigation actions should be monitored and implemented and opportunities to incorporate the plan and mitigation strategies and actions into other City functions and plans.

City Staff Requirements

The APS Team anticipates that City staff will provide feedback on potential strategies and capital improvement projects that may become actions. During MPT Meeting #2, it is expected that participants will help identify additional actions to incorporate into the plan, priorities for these actions, and other relevant information to finalize them.

6. Draft Plan Update, Local Review and Revisions

Upon completing the previous phases, the APS Team will prepare the Administrative Draft LHMP for City staff review. Using the process identified above, members of the MPT will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, MPT members will recognize much of the plan content based on their feedback and review in MPT meetings 1, 2, and 3. Upon completion, the plan will be provided to City staff for review and

comment. Completion of the Administrative Draft LHMP will include a Chapter within the plan that identifies the following key information required by FEMA:

- LHMP Monitoring, Evaluation, Implementation, and Updates
- Incorporation of the LHMP in existing planning mechanisms
- Schedule for LHMP Implementation
- Continued Public Involvement during the 5-year implementation period.

Once the APS Team has received a consolidated set of comments on the Administrative Draft Plan, the Public Review Draft LHMP will be prepared alongside the FEMA Plan Review Tool, which accompanies the plan when submitted to Cal OES/FEMA for approval.

Upon completion of revisions and approval from the City, the Public Review Draft LHMP will be distributed for public review. Using the City's website and other means of outreach used by the City, the APS Team will work with staff to identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on staff desires and schedule constraints. We also anticipate City staff will share this as an informational item at a Needles City Council and Planning Commission meetings that occurs during the public review process, allowing for questions, comments, and feedback from the public and elected/appointed officials. A compilation of public review comments will be incorporated into the plan, where appropriate, before transmittal to Cal OES/FEMA.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Administrative Draft LHMP document. If MPT members identify additional information during this review, this information can be shared and incorporated into the Public Review Draft LHMP.

The APS Team anticipates City staff will assist with outreach and engagement efforts during the public review period. Relying on content prepared by the APS Team, we will work with City staff during the public review period so they have the information needed to effectively share with residents and property owners.

7. Plan Submittal, Acceptance and Adoption

Upon completing the public review period, the APS Team will review the comments received and prepare the LHMP for transmittal to Cal OES/FEMA. Completing this task also includes finalizing the FEMA Plan Review Tool (Crosswalk), which accompanies the document when transmitted. Upon receiving comments from Cal OES and FEMA (if warranted), the APS Team will prepare revisions and coordinate with agency staff until deemed satisfactory, allowing for City adoption.

City Staff Requirements

The APS Team anticipates City staff will review requested revisions by Cal OES/FEMA, if necessary.

Local Hazard Mitigation Plan Adoption

Upon receiving an Approvable Pending Adoption (APA) letter from FEMA, the APS Team will prepare a final version of the LHMP for presentation and adoption at City Council. The APS Team will assist staff with staff report content and an adoption resolution as part of this task. This step in the process concludes the hazard mitigation plan update and ensures compliance with state

and Federal requirements. Upon adoption, the City becomes eligible for FEMA hazard mitigation grants for another 5-year period.

City Staff Requirements

The APS Team anticipates City staff will provide preferred document templates/formats for adoption materials and provide comments and feedback on presentation materials prepared by the APS Team. This task also assumes City staff will coordinate the dates and times for adoption hearings and any notice required to support those hearings.

8. Integration with City General Plan Safety Element

According to the RFP, the General Plan Safety Element is being updated concurrently with the LHMP. The major benefit to the City is that mitigation strategies from the LHMP and policies in Safety Element can be made to reinforce and support each other. As part of the update, coordination and communication with the Safety Element update team will be invaluable for both projects including; the sharing of historical and current hazard data, hazard mapping, and general hazard information, as well as policy development designed to compliment the two documents and ensure integration of ideas and policy. Key areas of focus for integration include climate adaptation information that helps with SB 379 compliance, as well as AB 747 compliance, which has been identified as an optional task. The Safety Element itself will also be incorporated into the LHMP through reference and specific language within the LHMP Resolution of Adoption.

Optional Tasks

While not specifically called out within the RFP, the Atlas Planning Solutions Team has identified the following optional tasks, which could compliment the City's LHMP Update:

- AB 747 Evacuation Assessment – In accordance with AB 747, Cities and Counties in California are required to assess evacuation routes and their capacity, safety, and viability under a range of emergency scenarios in the development of a Local Hazard Mitigation Plan. This task would include the necessary analysis required for AB 747 compliance similar to the projects we have completed or are currently underway.
- Emergency Operations Plan Update – the City of Needles is required to have an Emergency Operations Plan (EOP) that complies with Federal and State requirements. The Atlas Planning Solutions Team has had great success supporting jurisdictions that undertake an EOP update alongside their LHMP updates. Through this effort, the City can realize greater efficiency and integration of these two plans further reinforcing how the City addresses natural and human-caused hazards.
- Table Top Exercise – Often the update of both the LHMP and EOP together provides an opportunity to train City Departments and staff on the proper use of emergency management documents and procedures. The use of a Table Top Exercise is a great way to help communities understand these plans and recognize their roles during an emergency incident. This task would provide staff with an opportunity to exercise these documents and better understand expectations during a hazard incident.

Proposed Project Schedule and Timeline

The schedule provided assumes an efficient planning process and discrete timeframes for internal and external outreach and coordination. Based on the proposed schedule, the APS Team anticipates an 11 to 12-month schedule to complete this project.

LHMP Tasks	2024											
	January	February	March	April	May	June	July	August	September	October	November	December
1. Project Initiation												
Kick-off Meeting (1)	*											
Current LHMP, Safety Element, Related Documents Review												
Hazard Mitigation Planning Committee Meetings/Work Sessions (3)		*	*	*								
2. Public Engagement												
Public Outreach Workshops (2)						*						
Engagement Strategy Development and Implementation												
3. Plan Review												
Updated Hazard Profiles												
Updated Hazard Mapping												
Updated Development Trends, Social Vulnerability, and Demographics												
4. Risk, Capability, and Vulnerability Assessments												
Develop Risk Assessment												
Updated Vulnerability Assessment												
Updated Capabilities Assessment												
5. Mitigation Strategy												
Current Mitigation Action Status and Review												
Updated Mitigation Action Table/Matrix												
Creation of Monitoring and Implementation Workbook												
6. Draft Plan Update, Local Review and Revisions												
Preparation of Administrative Draft LHMP												
Preparation of Public Review Draft LHMP												
7. Plan Submittal, Acceptance and Adoption												
Preparation of Cal OES/FEMA Draft LHMP and Review Tool												
Cal OES and FEMA Review/Revisions												
City Council Adoption												
8. Integration with City General Plan Safety Element												
Safety Element Coordination/Integration												

* Denotes a Meeting (virtual or in person) Atlas Planning Team Tasks Review Periods (Staff, Public, Agency)

VI. Client References

The following client references are provided to the City of Needles for their review:

Client Name	City of Huntington Beach	APS has supported the City on updates to both the Emergency Operations Plan and Local Hazard Mitigation Plan. LHMP Updates have occurred in 2012, 2017, and 2022.
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator	
Company Address	2000 Main St, Huntington Beach, CA 92648	
Contact Telephone Number	714-374-1565	
Contact Email	brevyn.mettler@surfcity-hb.com	
Timeframe	July 2012 -Current	
Client Name	PlaceWorks	APS has supported PlaceWorks on various projects since its inception. Key projects include the City of San Bernardino LHMP/EOP Updates, Hollister LHMP, and is currently assisting with the San Mateo County Safety Elements update project.
Contact Name and Title	Colin Drukker, Principal Tammy Seale, Principal	
Company Address	3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	
Contact Telephone Number	714-966-9220	
Contact Email	cdrukker@placeworks.com tseale@placeworks.com	
Timeframe	Since 2018	
Client Name	City of Anaheim	APS supported the City of Anaheim with updates to their General Plan Safety Element and Local Hazard Mitigation Plan, which included the preparation of a Climate Adaptation Vulnerability Assessment.
Contact Name and Title	Dr. Jannine Wilmoth	
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805	
Contact Telephone Number	714-765-4095	
Contact Email	jwilmoth@anaheim.net	
Timeframe	June 2021 – January 2023	
Client Name	City of Rancho Cucamonga – (Prior) City of Ontario (Current - 2023) <i>(Joseph Ramos recently accepted a position at the City of Ontario, where Atlas Planning Solutions is currently assisting the City with an LHMP and EOP Update)</i>	City of Rancho Cucamonga - APS supported the City on updates to not only the Local Hazard Mitigation Plan, but both the Safety Element and Emergency Operations Plan. City of Ontario - APS is supporting the City with the update to the LHMP (this is one of the first LHMPs approved by FEMA under the new 2023 guidance), an update to the Emergency Operations Plan, as well as completing an Emergency Evacuation Assessment.
Contact Name and Title	Joseph Ramos, Emergency Manager	
Company Address	415 E. B Street, Ontario, CA 91764	
Contact Telephone Number	909-395-2580	
Contact Email	jramos@ontarioca.gov	
Timeframe	<i>City of Rancho Cucamonga</i> (2019 – 2021 significant delay due to Covid-19 epidemic, project was originally scheduled for 13-month completion) <i>City of Ontario</i> (August 2022 – Current)	

VII. Project Cost

The cost proposal is included in a separate PDF for review, as instructed in the RFP submittal deadline and format section.

VII. Project Cost

The following cost proposal provided by Atlas Planning Solutions is based on the following assumptions:

- Plan preparation will rely on readily available information from relevant County and State plans.
- The proposed fee is our best estimation based on our understanding of City needs. If any assumptions are incorrect or require refinement, the APS Team will be happy to work with the City to refine this estimate.
- Atlas Planning Solutions recommends a 10% contingency for the project to accommodate additional City needs or requests to be used under the direction and approval of the City's Project Manager.

Atlas Planning Team Staff	Aaron Pfannenstiel (APS)	Suzanne Murray (APS)	Dennis Larson (APS)	Crystal Stueve (APS)	Robert Jackson (APS)	Lee Rosenberg (NPA)	FEE
Hourly Billing Rates	\$225	\$140	\$175	\$140	\$120	\$150	
1. Project Initiation							
Kick-off Meeting (1)	2		2	2	2	2	\$1,620
Current LHMP, Safety Element, Related Documents Review	2		2	4	4		\$1,840
Hazard Mitigation Planning Committee Meetings/Work Sessions (3)	12			6	12		\$4,980
2. Public Engagement							
Public Outreach Workshops (2)	8			4	8		\$3,320
Engagement Strategy Development and Implementation	2	8		2	8		\$2,810
3. Plan Review							
Updated Hazard Profiles	2	4		8	16		\$4,050
Updated Hazard Mapping	2		24				\$4,650
Updated Development Trends, Social Vulnerability, and Demographics	2	4	8	4	4		\$3,450
4. Risk, Capability, and Vulnerability Assessments							
Develop Risk Assessment	2		4	8	8		\$3,230
Updated Vulnerability Assessment	2	4	8	4	8		\$3,930
Updated Capabilities Assessment	2	4				16	\$3,410
5. Mitigation Strategy							
Current Mitigation Action Status and Review	2			4	8		\$1,970
Updated Mitigation Action Table/Matrix	2	4		4	16		\$3,490
Creation of Monitoring and Implementation Workbook	2	8		2	4		\$2,330
6. Draft Plan Update, Local Review and Revisions							
Preparation of Administrative Draft LHMP	2	4		8	8	4	\$3,690
Preparation of Public Review Draft LHMP	2	2		4	16		\$3,210
7. Plan Submittal, Acceptance and Adoption							
Preparation of Cal OES/FEMA Draft LHMP and Review Tool	2	4		4	8		\$2,530
Cal OES and FEMA Review/Revisions	4	2		4	4		\$2,220
City Council Adoption	6				6		\$2,070
8. Integration with City General Plan Safety Element							
Safety Element Coordination/Integration	4				4		\$1,380
Total	64	48	48	72	144	22	\$60,180
Optional Tasks							Budget Range
AB 747 Evacuation Assessment							\$18,000-\$22,000
Emergency Operations Plan Update							\$20,000-\$32,000
Table Top Exercise							\$12,000-\$18,000

Attachment A – Staff Resumes

The following resumes for Atlas Planning Solutions Team members supporting the Needles LHMP Update are provided below.



AARON PFANNENSTIEL, AICP

Principal, CFO

Email: aaron@atlasplanning.org

Phone: 951-444-9379

Years of Experience: 22

EDUCATION/DEGREES

- MURP, 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona
- BA, 2001, Environmental Studies, University of California at Santa Barbara
- BS, 2001, Geological Sciences, University of California at Santa Barbara

PROJECT MANAGER | SAFETY ELEMENT AND HAZARD MITIGATION SME

Aaron has 20 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. Over the past decade, he has also trained hundreds of students, planners, and other professionals in these topics.

Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. He recently assisted clients with developing innovative planning practices as part of a pilot program that enhances communities' adaptation to wildfires. Aaron has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

RELEVANT AND CURRENT EXPERIENCE

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Irvine
- City of Loma Linda
- City of Rancho Cucamonga
- City of Stanton
- City of Vernon

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- City of Anaheim
- City of Canyon Lake
- City of Encinitas
- City of Laguna Beach
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- Town of Hillsborough
- Town of Portola Valley
- San Diego County
- Mendocino County



SUZANNE MURRAY

Principal, CEO

Phone: 951-444-9379
Email: suzanne@atlasplanning.org
Years of Experience: 16

Education/Degrees:

- M.A., Current, Emergency Management/Homeland Security, AMU
- M.A., 2008, English, National University
- B.A., 2004, English, University of California Riverside
- A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, AZ
- Certificate, 2021, Copyediting, UCSD Extension

TECHNICAL WRITER, EDITOR | RESEARCHER | ANALYST | EDUCATOR

Suzanne Murray has authored many classified government documents throughout a 16-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan and Iraq, and North Korean cyberterrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Irvine
- City of Loma Linda
- City of Rancho Cucamonga
- City of Stanton
- City of Vernon

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- City of Anaheim
- City of Canyon Lake
- City of Encinitas
- City of Laguna Beach
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- Town of Hillsborough
- Town of Portola Valley
- San Diego County
- Mendocino County

OTHER RELEVANT EXPERIENCE

United States Army Reserve, Human Intelligence Collector, 2004-Present

SAIC, Researcher for Detained Personnel in Bagram Afghanistan, 2011-2013



DENNIS LARSON

Senior Planner

Phone: 951-444-9379

Years of Experience: 24

Education/Degrees:

- MA, Economics, California State San Diego
- BA, Geography, California State San Diego

HAZARD MITIGATION PLANNER | GIS MAPPING TECHNICAL EXPERT | CLIMATE CHANGE SUBJECT MATTER EXPERT

Mr. Larson has 18 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim, Local Hazard Mitigation Plan Update
- City of Costa Mesa, Local Hazard Mitigation Plan
- City of Hollister, Local Hazard Mitigation Plan Update
- City of Huntington Beach Local Hazard Mitigation Plan Update
- City of Irvine, Local Hazard Mitigation Plan Update
- City of Loma Linda Local Hazard Mitigation Plan Update
- City of Rancho Cucamonga Local Hazard Mitigation Plan Update
- City of Stanton, Local Hazard Mitigation Plan
- City of Vernon, Local Hazard Mitigation Plan Update

OTHER RELEVANT EXPERIENCE

- San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element
- San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report
- San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report
- San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework
- City of Encinitas, FEMA Benefit-Cost Analysis for Coastal Hazard Resiliency
- City of San Diego, Otay Mesa Community Plan Update, Public Facilities, Safety, & Services Element



CRYSTAL STUEVE

Senior Planner

Phone: 951-444-9379

Email: crystal@atlasplanning.org

Years of Experience: 16

Education/Degrees:

- MA, 2017, Mass Communications & Journalism, Kent State University
- BS, 2012, Intelligence Management, Henley-Putnam University

RESEARCHER | ANALYST | TECHNICAL WRITER AND EDITOR

Crystal Stueve has authored many classified government documents throughout her 19-year career in the military. Notable compositions include research and analytical reports on the Islamic State of Iraq and the Levant (ISIL) and militia groups within Iraq, and tactical and strategic reporting on Mexican Drug Trafficking Organizations and transnational organized crime that pose an immediate threat to national security. Additional documents include training manuals and unit standard operating procedures to enhance unit readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Rancho Cucamonga
- City of Stanton
- City of Vernon

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- City of Anaheim
- City of Encinitas
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- San Diego County
- Mendocino County

Emergency Operations Plan Updates

Supported the preparation of emergency operations plan updates for the following jurisdictions:

City of Costa Mesa, City of Loma Linda, City of Rancho Cucamonga, City of Newport Beach, Inyo County

OTHER RELEVANT EXPERIENCE

San Bernardino Police Department, Criminal Investigation Officer/EOC Specialist, 2018-2020

US Army Reserve, Human Intelligence Collector, 2014-Present

US Army Civil Affairs and Psychological Operations Command (Airborne) – Emergency Operations Center Analyst, 2012-2014

United States Army Reserve, Weapons of Mass Destruction Specialist, 2002-2012



ROBERT JACKSON

Associate Planner

Phone: 951-444-9379

Email: robert@atlasplanning.org

Years of Experience: 3

RESEARCHER | ANALYST

Robert Jackson has worked for Atlas Planning as an assistant planner and has been an integral part in a multitude of projects since joining the team. He has experience in Local Hazard Mitigation Plan document preparation and updates. General Plan Safety Element update research, document review, and composition. While newer to the planning world, he has proven to be a valuable asset to the Atlas Planning Team.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim, Local Hazard Mitigation Plan Update*
- *City of Costa Mesa, Local Hazard Mitigation Plan*
- *City of Hollister, Local Hazard Mitigation Plan Update*
- *City of Huntington Beach Local Hazard Mitigation Plan Update*
- *City of Irvine, Local Hazard Mitigation Plan Update*
- *City of Loma Linda Local Hazard Mitigation Plan Update*
- *City of Rancho Cucamonga Local Hazard Mitigation Plan Update*
- *City of Stanton, Local Hazard Mitigation Plan*
- *City of Vernon, Local Hazard Mitigation Plan Update*

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim General Plan Safety Element Update*
- *City of Canyon Lake Safety Element Update*
- *City of Encinitas Safety Element Update*
- *City of Laguna Beach General Plan Safety Element Update*
- *City of Lancaster, General Plan Safety Element Update*
- *City of Loma Linda General Plan Safety Element Update*
- *City of Rancho Cucamonga General Plan Safety Element*
- *City of Saratoga General Plan Safety Element*
- *Town of Hillsborough General Plan Safety Element*
- *Town of Portola Valley General Plan Safety Element*
- *San Diego County General Plan Safety Element Update*
- *Mendocino County General Plan Safety Element Update*



Lee Rosenberg, CEM

Managing Principal

Years of Experience: 40 years

Education and Certifications

- Certified Emergency Manager (CEM), International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As the company leader, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 30 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008, where he provided support to states for numerous presidentially declared disasters. Before working for FEMA, Mr. Rosenberg completed a 30-year career in the US Navy, during which time he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Local Hazard Mitigation Plan Updates:

- City of Artesia
- City of Hawthorne,
- City of Lynwood
- Valley County Water District,
- City of Hermosa Beach
- Tulare County MJHMP

2015-2016 - San Francisco Bay Ferry/Water Emergency Transportation Authority, Emergency Response Plan (ERP) and EOP Revision

2006-2008 - FEMA RIX, Disaster Response Operations, Federal Coordinating Officer Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI

2004-2006 - US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area

1976-2006 - Captain, US Navy



Proposal for:

Local Hazard Mitigation Plan Update Cost Proposal – Separate Cover

City of Needles
817 Third Street
Needles, CA 92363

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

EXHIBIT C
Insurance Requirements

Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker’s Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments.

In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

FEMA CONTRACT TERMS AND CERTIFICATION

To the extent applicable, the following provisions apply to this Agreement:

1. **PURPOSE.** The parties are entering into the Agreement for a Hazard Mitigation Plan Update funded by the U.S. Department of Homeland Security--Federal Emergency Management ("FEMA"). The Agreement shall contain the federally required contract provisions in addition to the FEMA recommended provisions. In the event of a conflict in the terms set forth in the Professional Services Agreement and the terms set forth in this Exhibit D, the terms set forth in this Exhibit D shall control.
2. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
3. **TERMINATION FOR CAUSE OR CONVENIENCE.** This Agreement may be terminated by the City with or without cause upon ten (10) days prior notice to the other party.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - b. Such action shall include, but not be limited to the following:
 - 1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- 4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering

agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City; and refer the case to the Department of Justice for appropriate legal proceedings.

5. **DAVIS-BACON ACT.** All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

6. **COPELAND ANTI-KICKBACK ACT.**

- a. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- b. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

7. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. RIGHTS TO INVENTIONS. All materials produced under this Agreement shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the City.

9. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

- a. Clean Air Act. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

provided by FEMA.

- b. Federal Water Pollution Control Act. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **DEBARMENT AND SUSPENSION.** If this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the Agreement performance schedule; ii) meeting Agreement performance requirements; or ii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **ACCESS TO RECORDS.** The Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 13. CONTRACT AMENDMENTS.** This Agreement may only be amended upon the mutual written agreement of the parties.
- 14. DHS SEAL, LOGO, AND FLAGS.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 16. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Agreement.
- 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

- 18. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

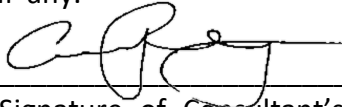
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Aaron Pfannenstiel, Chief Financial Officer _____
Name and Title of Authorized Official

February 7, 2024 _____
Date