



City of Sonora

94 N. Washington Street
Sonora, CA 95370
(209) 532-4541
sonoraca.com

Completion of the Emergency Operations Plan and Training

This Agreement is made and entered into as of the _____, day of _____, 2023 by and between the **CITY OF SONORA**, a municipal corporation ("City") and Preparative Consulting ("Consultant").

RECITALS:

- A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$93,000**. In no event shall Consultant's compensation exceed \$93,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at

the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and subconsultants, shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and subconsultants, shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

14. Indemnity, Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses

as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed

by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute to it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora
94 N Washington Street
Sonora CA 95370
Attention: Melissa Eads, City Administrator

If to Consultant: Preparative Consulting
PO Box 143 Vacaville, CA 95696

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. 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 to bind each respective party.

26. Prohibited Interests. 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

27. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SONORA:

PREPARTIVE CONSULTING

By: _____
Melissa Eads, City Administrator

By: _____
Paul Bockrath

ATTEST:

Tracy Skelly, City Clerk

APPROVED AS TO FORM:

Douglas White, City Attorney

EXHIBIT A

SCOPE OF SERVICES

DEVELOPMENT OF AN EMERGENCY OPERATIONS PLAN, HANDBOOK, AND RELATED ANNEXES

Working with the government and whole community of the City of Sonora, we are committed to ensuring that the City is prepared for and able to respond to and recover from any real or threatened incident, emergency, or disaster. To accomplish this goal, we will work to formalize planning, organize personnel and resources, acquire the necessary equipment, tools, and technology, and train and exercise to meet this goal.

The first step in this preparedness process is the development of an Emergency Operations Plan. The Emergency Operations Plan addresses the City of Sonora's planned response to extraordinary emergency situations. Individual and community preparedness is fundamental to fulfilling government's role in protecting the public. By providing the necessary knowledge, experience, and planning skills, we seek to enable the City of Sonora to enhance their emergency preparedness capability. Preparative Consulting will work with representatives from the City of Sonora to author a current and comprehensive Emergency Operations Plan, Handbook, and Annexes. This plan is the principal guide for the City of Sonora's response to, management of, and recovery from real or potential emergencies and disasters occurring within its designated facilities and geographic boundaries.

The FEMA "Comprehensive Preparedness Guide 101" is the standard for Emergency Operations Plan guidelines and recommends a whole community approach to planning. We will assist the City of Sonora in establishing a Core Planning Team who will assist in the creation of this Emergency Operations Plan. The Core Planning Team will include representatives of the City of Sonora, key community partners, and other identified stakeholders. This plan will meet all State SEMS and Federal NIMS requirements. Because the Preparative Consulting lead planner for this project is an adjunct instructor for Cal OES teaching Emergency Planning, we are well versed in the most current best practices and legal mandates regarding emergency planning. In 2019, California Government Code 8593.3.5 was enacted to address the emergency needs of people with disabilities and others with access and functional needs, as well as equity and cultural competency. Preparative Consulting will ensure we utilize the appropriate planning actions to engage the whole community and meet this mandate. In 2021 Cal OES began an audit of County Emergency Operations Plans to ensure compliance with California Government Code 8593.3.5 and the "Emergency Plan Review Crosswalk 2022 Local Government Agencies" which mandated the structure, content, and planning approach development of Emergency Operations Plans. The lead planner has provided guidance to both Cal OES and local Counties in how this mandate shall be applied and met. The Lead planner is currently working with Calaveras County and Amador County to update their Emergency Operations Plans to ensure they meet this mandate.

Preparative Consulting will ensure the Emergency Operations Plan, Handbook, and Annexes will meet and exceed the FEMA and Cal OES guidelines for Emergency Operations Plans which will include the Handbook and Annexes. The following outline will illustrate how the plan will be organized. It should be notated as required by FEMA and Cal OES assisting people with disabilities and access and functional needs, cultural competency, and equity will be incorporated into all aspects of planning and will be highlighted in the Concepts of Operations Section of the plan.

EMERGENCY OPERATIONS PLAN OUTLINE

Letter of Promulgation
Letter of Approval Table
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INTRODUCTION

Preface
Department/Agency Plan Concurrence Record off Revisions
EOP Distribution List
Activation Conditions of The Emergency Operations Plan (EOP) Approval and Promulgation
Plan Maintenance Responsibility Plan
Review and Updating

BASIC PLAN

- 1.0 Overview
- 2.0 Concept of Operations (Cultural competence, Equity, Access and Functional Needs)
- 3.0 Emergency Operations (EOP/EOC Handbook)
- 4.0 Continuity of Government
- 5.0 Emergency Proclamation Process
- 6.0 Standardized Emergency Management System (SEMS)
- 7.0 Incident Command System (ICS)
- 8.0 National Incident Management System (NIMS)
- 9.0 Mutual Aid
- 10.0 Disaster Recovery
- 11.0 Hazard Mitigation

POSITION SPECIFIC ANNEXES

Emergency Operations Center Position Checklists (EOP/EOC Handbook)

HAZARD ANNEX

Active Shooter and Civil Disorder Annex
Earthquake Annex
Flooding Annex
Wildfire Annex

FUNCTIONAL ANNEXES

Disaster Service Worker Volunteer Program
Alert, Warning, and Public Information
Evacuation
Mass Care
EOC Activation Guide
Debris Management

APPENDIXES

PROJECT APPROACH

Preparative Consulting will work with representatives from the City of Sonora and other select stakeholders to establish a Core Planning Team. The Core Planning Team will lead the planning process and draft the City of Sonora Emergency Operations Plan based on the contribution and input from the Collaborative Planning Team who will identify the resources and capabilities they can leverage to assist in a City led response effort.

Success is best achieved when the Core Planning Team is comprised of key City Department representatives, other City and State response partners, whole community representatives and advocates, and service providers who would play an instrumental role during an extraordinary emergency condition requiring the activation of the Emergency Operations Plan. Representatives should have the authority and knowledge to identify and commit resources during the planning process.

Planning is the first step in the preparedness cycle. The National Preparedness Goal is “to build a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.” (National Preparedness Goal, 2015)

Planning is how we identify risk associated with threats and hazards and plan our response and recovery based on our resource and training capabilities. Resilience, broadly defined, is the ability to resist, absorb, recover from, or adapt to an adverse occurrence.

Consistent with the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide 101, this planning team will use a six-step planning process to develop the Emergency Operations Plan. The six steps in the emergency planning process are as follows:

Project Approach

Step 1: Define the Project and Form a Collaborative and Core Planning Team

Step 2: Threat and Hazard Assessment and Establish Goals and Objectives

Step 4: Review and Analyze Existing Plans, Policies, and Agreements

Step 5: Develop and Present Draft of Plan

Step 6: Plan Review and Refinement

Step 6: Presentation and Approval of Final Plan and Training

Planning meetings will be conducted using a combination of in-person and/or video and audio conferencing. Experience has found that City employees and other key stakeholder attendance and participation in planning meetings increases when people are provided the option of attending the meetings in person or virtually through video or audio conferencing. The Core Planning team may hold day long meetings that are broken into one to two hour blocks that city and community stakeholders can attend based on their specific area of expertise or contribution. This ensures meeting participants only attend meetings that require their specific contribution. However, all city and community stakeholders will be invited to attend any meeting they choose.

The meetings and planning steps will progress according to the following six (6) steps or milestones.

Step 1: Define the Project and Form a Collaborative and Core Planning Team

The Consultant will begin the project by providing an overview of the project planning process and goals. This allows senior executives an opportunity to help shape the project, assign the appropriate individuals to the core and collaborative planning team who will represent City departments and serve as Points-of-Contact (POCs), and understand the milestones to be achieved as the project progresses. It also addresses the expectations that are created for the conclusion of the project and allows for the identification of any potential obstacles that the project management team may encounter during the project.

The Core Planning Team is comprised of a small team of key City department representatives and the Office of Emergency Services Coordinator. The Emergency Operations Plan is based on the contribution and input from the Collaborative Planning Team, representing all City departments and other service providers or response partners.

Step 2: Threat and Hazard Assessment and Establish Goals and Objectives

Every community should understand the risks it faces. By understanding its risks, a community can make informed decisions about how to manage risk, including developing needed capabilities. Risk is the potential for an unwanted outcome resulting from an incident, emergency, or disaster as determined by its likelihood and the associated consequences. By considering response capabilities, a community can understand how to best manage and plan for its greatest risks across the full range of the threats and hazards it faces.

The Consultant will convene the core and collaborative planning teams to identify potential threats and hazards the City may face to assist in understanding available resources and capabilities to address these threats and hazards.

By using information from the threat and hazard profile developed as part of the threat and hazard assessment process, the planning team considers how the threat or hazard may impact the jurisdiction and what defines successful response and recovery actions. The planning team will establish a timeline and process to involve the collaborative planning team, representing the whole community, to provide their response and recovery capabilities and input for the emergency operations plan.

Preparative Consulting and the lead planner wrote the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan, has responded to wildfires and COVID-19 incidents impacting Tuolumne County and is very familiar with the hazards in Tuolumne County. Preparative Consulting and the lead planner have worked with Tuolumne County OES and has a very good working relationship with Tuolumne County and will coordinate and work closely with Tuolumne County OES in the development of this plan. This knowledge and insight will be incorporated into the Emergency Operations Plan.

Step 3: Review and Analyze Existing Plans, Policies, and Agreements

A critical first step in the planning process is to identify all existing Plans, Policies, and Agreements that the jurisdiction currently has in place. Once these documents have been located, reviewed, and assessed, the planning team can determine their need to be updated, enhanced, replaced, or applied to the Emergency Operations Plan. Where response or recovery gaps exist, new plans, policies, or agreements may be suggested.

Step 4: Develop and Present Draft of Plan

This step is a process of generating, comparing, and selecting possible solutions for achieving success in the jurisdiction's response and recovery actions. Planners consider the incident requirements, goals, objectives, and capabilities to develop several response and recovery alternatives to the various threats and hazards identified in the threat and hazard assessment. During this step the planning team oversees the development of a rough draft of the basic plan, position specific annexes, hazard annex, functional annexes, and other appropriate appendixes as the components of the Emergency Operations Plan. The Emergency Operations Plan draft will be compared to the 2018 Cal OES Emergency Plan Review Crosswalk, the 2019 California State Auditor's Report, and CA Gov. Code 8593.3.5 to ensure the plan meets all state planning requirements.

Step 5: Plan Review and Refinement

After the planning team supports a rough draft of the basic plan, position specific annexes, hazard annex, functional annexes, and other appropriate appendixes, each member of the planning team reviews the draft plan. A final draft is prepared and circulated to organizations that have responsibilities for implementing the plan to obtain their comments.

Step 6: Presentation and Approval of Final Plan

The Consultant presents the final draft of the plan to the City Council for review, approval, and ratification.

General Administration

- All meetings will be preceded with the distribution of an agenda, will have a sign-in sheet, and will include a meeting summary and actions needed document to the planning team members.
- Preparative Consulting will provide various hazards, evacuation, and other maps needed for the plan.
- Preparative Consulting will provide Planning process Status Report to accompany project benchmark achievement.
- Preparative Consulting will provide a draft of the plan for review by the Core Planning Team.
- To complete the work, Preparative Consulting anticipates BLANK meetings including Blank meetings to City Council.

PROPOSED PROJECT SCHEDULE

The project’s start date and the pace are determined by the Core Planning team and is based on the time required for project participants to provide the necessary project data and input. The below proposed project schedule provides a time estimate based on similar projects.

The City of Sonora Emergency Operations Plan	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Define the Project and Form a Collaborative and Core Planning Team	→											
Threat and Hazard Assessment and Establish Goals and Objectives		→										
Review and Analyze Existing Plans, Policies, Protocols, and Agreements			→									
Develop and Present Draft of Plan				→								
Plan Review and Refinement								→				
Presentation and Approval of Final Plan								→				

WILDFIRE ANNEX

The geography, topography, and location of the City of Sonora within the Sierra Nevada Foothills makes it especially vulnerable to wildfire. The oak and conifer forested foothills and the homes in the wildland urban interface introduce a unique vulnerability to wildfire within Sonora. While each fire season varies slightly from year to year, the variety of fuels in the surrounding area and extreme weather make fire season a year-long event. We should prepare our community to be ready to evacuate year-round for wildfires with early indicators of likely increased fire activity, such as Red Flag Warnings.

This Wildfire Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during a wildfire event that may result in evacuations and notifications. This Annex is developed to ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of a wildfire event.

The Annex will also outline wildfire coordination actions, public information & warning, evacuation considerations, and re-entry and repopulation considerations. To alleviate unnecessary overlap of duties or misallocation of resources, this Annex outlines relevant roles and responsibilities of city departments, agencies, and partners prior to and during a wildfire event. Once implemented, this Annex will be utilized for training, exercises, and actual responses.

FLOODING ANNEX

The Flooding Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during a storm event that may result in flooding. This Annex is developed to help ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of a flooding event.

This Annex will provide detailed risk analysis mapping that outlines key community infrastructure, flood inundation zones, and vulnerable populations. This Annex will also outline pre-storm coordination actions; public information and warning; evacuation considerations; and repopulation considerations. To alleviate unnecessary overlap of duties or allocation of resources, this Annex outlines some of the relevant roles and responsibilities of jurisdictions, agencies, and partners prior to and during a flooding event. Once implemented, this Annex may be utilized for training, exercises, and actual responses.

EARTHQUAKE ANNEX

The Earthquake Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken in response to a major earthquake impacting the City of Sonora. This Annex is developed to help ensure all city

departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from adverse impacts of a major earthquake event.

This Annex will provide detailed risk analysis mapping and critical infrastructure and key resources, rapid damage assessment, principal impacts, resulting damage, and critical information for the first 24 hours. This Annex will also outline response actions; coordination actions; public information and warning; and evacuation considerations. To alleviate unnecessary overlap of duties or allocation of resources, this Annex outlines some of the relevant roles and responsibilities of jurisdictions, agencies, and partners during a major earthquake event. Once implemented, this Annex may be utilized for training, exercises, and actual responses.

ACTIVE SHOOTER AND CIVIL DISORDER ANNEX

The Active Shooter and Civil Disorder Annex is a hazard-specific annex to the City of Sonora Emergency Operations Plan (EOP) and provides a framework for coordinating actions to be taken prior to and during an Active Shooter or Civil Disorder incident. This Annex is developed to help ensure all city departments, agencies, and partners within the City of Sonora are provided centralized information that will aid in the successful and coordinated response to and mitigation from the adverse impacts of an Active Shooter or Civil Disorder incident.

The location, scale, and type of active shooter Incidents that Sonora may face is by its nature highly unpredictable. No plan can possibly identify all considerations for a response. Given this, the annex is focused on providing broad considerations to guide overall response, not detailed procedures for the tactical execution of response tasks.

The plan is designed to:

- Provide an overview of the threats that an Active Shooter Incident poses to the City and define the potential range of impacts.
- Outline policies and procedures for responding to an Active Shooter Incident.
- Support development of additional, major incident plans by City departments and agencies.
- Provide the Emergency Operations Center with contextual information to guide initial response planning.

ICS 402 SEMS EXECUTIVE COURSE DELIVERY

The purpose of the SEMS Executives Course is to explain the role of the Executive, Senior Official, or Elected Official within an emergency response or recovery using the Standardized Emergency Management System (SEMS). The term Senior Officials is used throughout the course to include a variety of Senior Officials such as elected and appointed officials, executives, department heads, and agency administrators.

This course will provide these City leaders with a basic foundational overview of the Incident Command System, Standardized Emergency Management System, and the National Incident Management System as well as their role in assisting during real or threatened disasters, emergencies, or incidents.

This four (4) hour in-person course is certified by FEMA and Cal OES and at the conclusion of the course, participants will receive a certificate of completion for the ICS 402 SEMS Executive Course. The cost of the course delivery will include the participant manuals, other course materials, travel, instructor, course manager, and the course registration and participant certificates from Cal OES.

FEDERAL AND STATE TRAINING GUIDELINES

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act) authorizes the President to issue major disaster or emergency declarations in response to catastrophes in the United States that overwhelm state and local governments. Such declarations result in the distribution of a wide range of federal aid to individuals and families, certain nonprofit organizations, and public agencies.

Eligibility to receive Federal aid is dependent upon local governmental agencies use of the National Incident Management System (NIMS) in their response to and recovery from domestic incidents, disasters, or emergencies (US Department of Homeland Security, NIMS). **Homeland Security Presidential Directive 5 (HSPD-5)**, "Management of Domestic Incidents," mandates that any agency receiving Federal preparedness assistance through grants, contracts, or other activities are required to adopt NIMS. *"Beginning in Fiscal Year 2005, Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities"*. This adoption includes planning, training, and using NIMS for response and recovery actions. Likewise, the State of **California Emergency Services Act** mandates that, *"Each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the standardized emergency management system (SEMS)"* (Cal Gov. Code 8607). *"Compliance with SEMS shall be documented in the areas of planning, training, exercises, and performance"* (CA Code of Regulations Title 19, Div. 2, Chapter 1, 2443 (b)). *"Agencies shall use the Minimum Performance Objectives contained in the Approved Course of Instruction (ACI) Syllabus dated March 1, 1995, which are hereby incorporated by reference, as the basis for their training programs."* (TITLE 19. PUBLIC SAFETY DIVISION 2. OFFICE OF EMERGENCY SERVICES Chapter 1. SEMS § 2428. Minimum Performance Objectives).

Acceptance of any Federal grants or contracts, or the reimbursement of any Federal or State money for the cost of emergency response and recovery efforts by local government is conditionally linked to compliance with these training and use mandates.

California Government Code 3100 states, *“all public employees are hereby declared to be disaster service workers (DSW) subject to such disaster service activities.”* Because all public employees are DSWs and may be called upon to respond to or recover from any emergency or disaster in the field or in an Emergency Operations Center, they are bound by the California Emergency Services Act and the HSPD-5 to train in and use SEMS and NIMS.

Establishing an effective response and recovery capability requires planning, training, and exercises. A Multi-Year Integrated Preparedness Plan (MYIPP) identifies the training and exercises needed to meet the State and Federal training mandates and build the proficiency necessary to mount an effective and competent response and recovery to an emergency or disaster. FEMA and Cal OES guidelines and best practices recommend the following levels of proficiency.

Baseline Training (All city employees)

- G606 - Standardized Emergency Management System (SEMS) Introduction
- ICS 100 - Introduction to the Incident Command System
- IS 700 - National Incident Management System, An Introduction

Baseline Training (All city Executives and Senior Officials)

- **G402 – SEMS Executives Course**

(All supervisor & manager field responders)

- ICS 200 - Basic ICS for Initial Response
- IS 800 - National Response Framework, An Introduction
- ICS 300 - Intermediate Incident Command System (ICS) for Expanding Incidents
- ICS 400 - Advanced ICS for Command and General Staff - Complex Incidents

Intermediate Training (All employees assigned to the EOC)

- G775 - Emergency Operations Center (EOC) Management and Operations Course
- G191 - Field to EOC Interface Workshop
- G626 - EOC Action Planning Course
- G611 - EOC Section/Position Course Credentialing - Management, Operations, Planning, Logistics, Finance

Advanced Training (EOC staff who wish to become Type III credentialed for their EOC position) In addition to the “Core Curriculum” listed as the Baseline and Intermediate Training, each EOC Type III position has training that is specific to the tasks performed by the position within the EOC. This Advanced Training curriculum is listed by EOC position within the Cal OES Type III EOC Position Credentialing Standards.

PROJECT STAFFING

PROJECT TEAM ORGANIZATION

Preparative Consulting brings a unique perspective to this project. Preparative Consulting is based in Northern California and has been providing emergency management planning, organizing, equipping, training, exercising, and evaluating in Northern California and across the State for several years. Because Northern California is our home, we have a strong desire to ensure this community is well prepared to respond to and recover from any incident, emergency, or disaster.

What makes Preparative Consulting planners and trainers unique is our real-world experience in planning for and responding to disasters in Inland Counties especially the Sierra Nevada mountains and foothill communities. We specialize in the Sierra Nevada mountains and foothill counties and have an intimate understanding of the needs and culture of these communities. This knowledge helps us to engage the whole community in the emergency planning process and makes us well suited to understand the needs of those with disabilities and others with access and functional needs. Planning for these communities in emergency communications, evacuation, sheltering, mitigation, and preparedness is mandated in CA Government Code 8593.3.5. People with disabilities and others with access and functional needs are disproportionately injured or killed in disasters and we teach planning for these communities across the state and have responded to the needs of these communities during real-world disasters.

Lead Planner

Preparative Consulting has identified Paul Bockrath as the Lead planner and Candise Bockrath as a project manager. Paul will be the project Point of Contact with The City of Sonoma and the planning team, while Candise will be the overall Project Manager, coordinating meetings and ensuring the project progresses on schedule.

Paul Bockrath is a FEMA Certified Master Exercise Practitioner and one of only three FEMA Certified Master Trainers in the nation. Paul is an adjunct instructor for the California Governor's Office of Emergency Services (Cal OES)/ California Specialized Training Institute (CSTI) and teaches Emergency Planning statewide for Cal OES. Paul is an experienced planner and has written several plans statewide. Paul also teaches a host of other Cal OES/CSTI courses and is a certified Cal OES Adjunct and Outreach Instructor. He is certified to deliver all of the EOC Type 1-3 Credentialing and can certify EOC participant performance for credentialing during exercises or real-world activations. Paul has also deployed to several recent Type 1 disasters to assist State agencies and Counties in running disasters to include wildfire, flooding, COVID-19, extreme weather emergencies, and dam emergencies.

Preparative Consulting and the lead planner wrote the Calaveras County Multi-Jurisdictional Hazard Mitigation Plan, has responded to wildfires and COVID-19 incidents impacting Tuolumne County and is very familiar with the hazards in Tuolumne County. Preparative Consulting and the lead planner have worked with Tuolumne County OES and has a very good working relationship with Tuolumne County and will coordinate and work closely with Tuolumne County OES in the development of this plan. This knowledge and insight will be incorporated into the Emergency Operations Plan.

Preparative Consulting will ensure we utilize the appropriate planning actions to engage the whole community and meet this mandate. In 2021 Cal OES began an audit of County Emergency Operations Plans to ensure compliance with California Government Code 8593.3.5 and the “Emergency Plan Review Crosswalk 2022 Local Government Agencies” which mandated the structure, content, and planning approach development of Emergency Operations Plans. The lead planner has provided guidance to both Cal OES and local Counties in how this mandate shall be applied and met. The Lead planner is currently working with Calaveras County and Amador County to update their Emergency Operations Plans to ensure they meet this mandate.

Given the lead planners relationship and knowledge of these planning mandates as well as extensive application of Preparative Consulting Emergency Operations Plans in Wildland Fires that have occurred in and around Tuolumne County, we feel we are the only planning consultant with this intimate knowledge and experience in writing Emergency Operations Plans in the Yosemite gateway and Sierra Nevada mountains and foothill counties. The Lead planning wrote the Mariposa County Emergency Operations Plan and used it to successfully respond to four wildland fires, three floods, and COVID-19.

Project Manager

Preparative Consulting has identified Candise Bockrath as a project manager. Candise is a principal partner/owner and has lived in the Northern California Area for over 29 years and has worked in emergency management and city/special district government for over 15 years. Candise has a master’s degree in Counseling Psychology and with Preparative Consulting has provided training and course management in Incident Command Systems (ICS), Standardized Emergency Management Systems (SEMS), and National Incident Management Systems (NIMS) for several years. She has been a project manager for all Preparative Consulting’s projects to include the Emergency Operations Plans. Candise is exceptional in engaging the whole community and ensuring our projects reflect the needs and desires of the community and meet all state and federal equity mandates.

Candise has a reputation for being very organized, ensuring all projects are kept on-time and on-budget, a meticulous attention to detail, and ensuring our clients receive an exceptional and very personal experience. Preparative Consulting has successfully delivered on all our projects on-time and on-budget and has a reputation for high quality work and going above and beyond for our clients.