

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of March 10, 2025, by and between the CITY OF IRVINE, a municipal corporation ("City"), and ATLAS PLANNING SOLUTIONS, a California corporation ("Consultant").

PART I

FUNDAMENTAL TERMS

- A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.
- B. Description of Services/Goods to be Provided:** Consulting services for the Local Hazard Mitigation Plan (LHMP) Update in accordance with PART IV, Scope of Services, included herein.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on March 12, 2025 ("Commencement Date") and shall continue through June 30, 2026.
- D. Party Representatives:**

D.1. The City designates the following person/officer to act on City's behalf:
Robert Simmons, email: rsimmons@cityofirvine.org

D.2. The Consultant designates the following person to act on Consultant's behalf:
Aaron Pfannenstiel, email: aaron@atlasplanning.org

Consultant Information

Address for Notices and Payments:

6578 Barranca Drive
Riverside, CA 92506

Attn: Aaron Pfannenstiel
Telephone: 951-444-9376
Email: aaron@atlasplanning.org

- E. Notices:** Consultant shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Consultant at the address set forth above.
- F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:
 - F.1. Part I: Fundamental Terms
 - F.2. Part II: General Provisions
 - F.3. Part III: Special Provisions

F.4. Part IV: Scope of Services

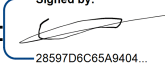
F.5. Part V: Budget

- G. Integration:** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

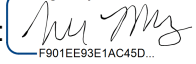
{Signatures follow on next page}

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

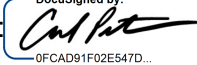
By: 
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Michael Kent
Its: Chief of Police

ATLAS PLANNING SOLUTIONS

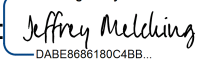
By: 
F901EE93E1AC45D...
Suzanne Murray
Its: President

By: 
CD209D34BBF648F...
Aaron Pfannenstiel
Its: Secretary

Attest:

By: 
0FCAD91F02E547D...
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
DABE8686180C4BB...
Jeffrey Melching

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. City approval and/or payment for work claimed by Consultant as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Consultant without additional consideration due. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Consultant agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Consultant to review the quality of the work and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Consultant for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Consultant shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at Consultant's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

A. Consultant represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Consultant 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.

B. Consultant represents that the tasks and services required hereunder will be performed by Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Consultant will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

C. This Agreement contemplates the personal services of Consultant and Consultant's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Consultant of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Consultant's indemnification obligations, Consultant shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, and/or subconsultants. In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum

required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Consultant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Consultant providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Consultant does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Consultant agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Consultants failure to provide such worker's compensation insurance. Consultant agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.

- E. Evidence of Insurance:** Consultant shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Consultant an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include

any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subconsultants. Consultant shall be responsible for causing Subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subconsultant's policies.

2.2 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Consultant, its employees, agents, representatives or subconsultants which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve the Consultant from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant. When applicable, Consultant shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Consultant covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Consultant further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Consultant. Consultant shall perform all services required herein as an independent consultant of City and shall remain at all times as to City a wholly independent consultant. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6 Covenant against Contingent Fees. Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any 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 annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.7 Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.8 Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Consultant, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Upon receipt of any notice of termination from City, Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement consultant and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Consultant. Consultant shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Consultant shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Consultant shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Consultant terminates this Agreement because of an error, omission, or a fault of Consultant, or Consultant's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Consultant's liability shall apply.

3.12 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.13 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Consultant agrees to submit to the personal jurisdiction of such court.

3.14 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.15 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.16 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Consultant, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Consultant is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Consultant's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

3.17 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

3.18 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Consultant shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.

B. Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement.

C. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Consultant to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.19 Consultant Ethics. Consultant represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Consultant shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Consultant as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Consultant shall not possess or maintain any business relationship with the applicant or any other person or entity which Consultant knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Consultant shall not advocate either for or against said project and/or application, and (iii) Consultant shall immediately notify City in the event Consultant determines that Consultant has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Consultant's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a Sole Proprietor, then prior to signing the Agreement, Consultant shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and

Certification. Consultant understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.21 CalPERS Annuitants. If Consultant is a California Public Employees' Retirement System ("CalPERS") annuitant, Consultant must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Consultant. If this Agreement remains in place, Consultant shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Consultant agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Consultant's commercially reasonable hourly rate for services, Consultant agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Consultant shall prepare and submit to City any reports concerning Consultant's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Consultant, to the books and records of Consultant related to Consultant's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Consultant in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Consultant shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to

the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Consultant shall be delivered to the address set forth below Consultant's signature on Part I of this Agreement, to the attention of Consultant's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows:

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV

SCOPE OF SERVICES

Services shall be performed in accordance with ATTACHMENT I.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT I.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$51,680.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Consultant any such excess amount.

In the event Consultant anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Consultant shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Consultant shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Consultants should submit invoices electronically to: **isubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

ATTACHMENT I

Proposal for: HMP Consulting Services

City of Irvine
Police Department

1 Civic Center Plaza
Irvine, CA 92606

**Attn: Robert Simmons
Brendan Manning**

Atlas Planning Solutions

6578 BARRANCA DR | RIVERSIDE, CA 92506

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Cover Letter

January 13, 2025

Robert Simmons
City of Irvine, Police Department
1 Civic Center Plaza
Irvine, CA 92606

Atlas Planning Solutions (APS) is pleased to provide the following proposal to support Irvine's Local Hazard Mitigation Plan Update.

As a small, woman-owned, and 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. Below are some key details regarding our firm. If you need additional details regarding our past work performance or key staff members this information can be provided upon request.

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

Federal EIN
83-2907286

California Corporate
Number
C4220195

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: **5+ years**

Number of Years Performing Requested Services: **23+ Years**

Aaron Pfannenstiel will serve as the project manager and the City's primary contact for this project. As a firm principal, Aaron 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 via email (aaron@atlasplanning.org) or phone (951-444-9379) at your convenience.

Respectfully submitted,



Aaron Pfannenstiel

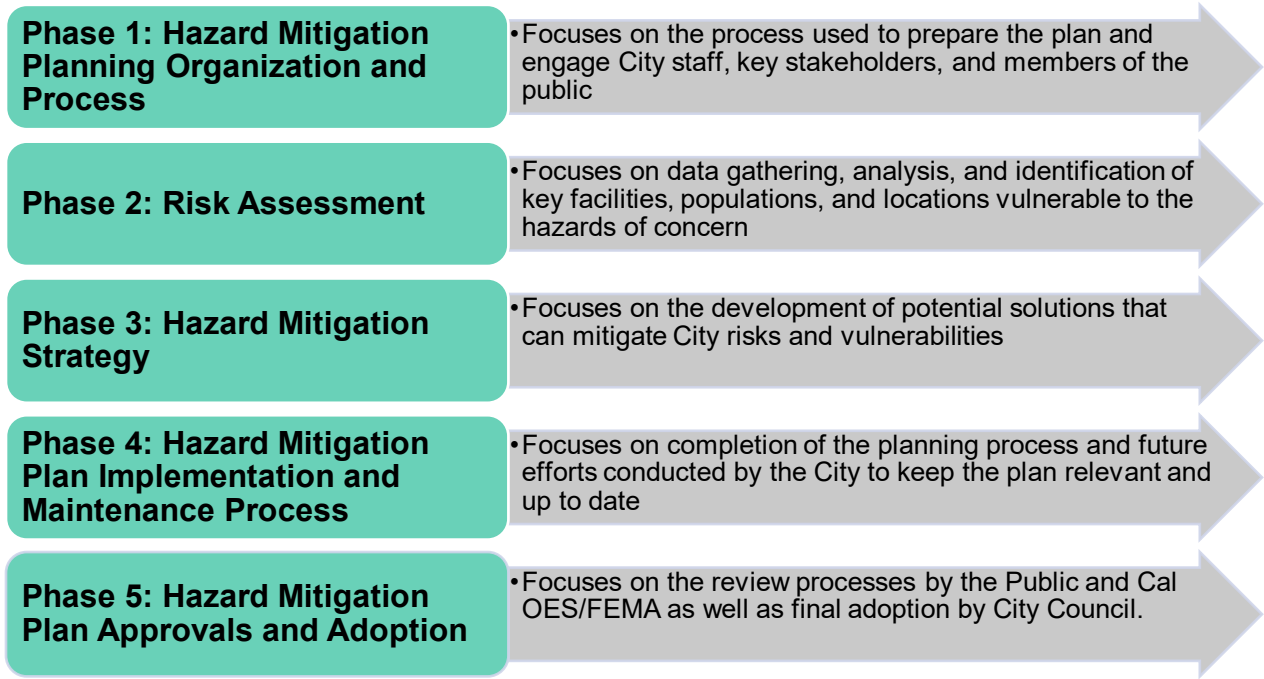
Project Understanding

The City's desire to update their Local Hazard Mitigation Plan (LHMP) is a significant step towards improving the quality of life for current and future residents and businesses. The APS team understands that this plan must achieve the following:



Statement of Proposed Services

To complete this, the APS Team proposes the following series of steps for our proposed services:



Work Plan and Schedule

The following work plan is based on the APS Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP. The scope developed is consistent with prior successful efforts with other jurisdictions, 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 on refinements.

Phase 1 – Hazard Mitigation Planning Organization and Process

APS will conduct a Kick-Off conference call with the City's Project Manager and other key staff to form the Hazard Mitigation Planning Committee (HMPC). The HMPC will be comprised of City Departments, key stakeholders, and other relevant organizations/agencies that support City functions. As part of this call, the APS Team will conduct initial research and discuss key project outcomes, prior planning efforts, and current issues facing the City.

HMPC Meetings

The APS Team will plan, coordinate, and facilitate two HMPC meetings (virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

HMPC Meeting 1 – Review the planning process, key hazards of concern, hazard profiles and mapping, and critical facilities updates.

HMPC Meeting 2 – Review updated risk assessment results, updated mitigation strategies and actions and implementation plan.

Documentation of these meetings will become a foundation of the planning process described in the plan. Key element of the process that will be documented include:

- Description of the plan preparation process used;
- A record of meetings; including dates, attendees, and agendas;
- Record of plan participants (City departments, agencies, organizations, and persons);
- Coordination with existing plans, programs, and planning mechanisms at the local, regional, state, and Federal levels;
- Description of outreach and engagement activities conducted during the planning process.

Outreach and 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 outreach activities and suggest additional methods of communication for residents and businesses about the planning process and the importance of the LHMP. Content for website posting, social media blasts, and print advertisements will be prepared for the community engagement opportunities identified in the memo.

As part of the engagement strategy APS will work with City staff to identify the potential stakeholders that should be engaged as part of the process. Potential stakeholders may include

key employers, community groups, service providers, and members of the public. Some of these stakeholders could also play a key role in the HMPC if the City desires.

As part of the outreach and engagement process, APS recommends the following potential meetings:

Stakeholder Meetings

The APS Team will conduct a virtual stakeholder meeting during the planning process. Working with City staff, APS will identify local and regional stakeholders to connect with during this process. These could be key property owners and businesses, infrastructure operators, and community leaders that the City would like to engage with and receive feedback on the plan and process. The purpose of these meetings is to gain a 360-degree perspective of local hazard mitigation planning issues, coordinated response efforts, and strategies for addressing hazard concerns in Irvine.

Community Workshops

The APS Team will conduct two community workshops intended to share information regarding the LHMP update project and the process undertaken to perform the update. The APS Team has found that conducting these meetings during regularly scheduled City meetings (City Council, Planning Commission, Sustainability Commission) can help with attendance and participation. In preparation for these meetings, the APS Team will prepare materials to announce the meeting suitable for print publications and posting on the City's website and via social media. The first meeting conducted will occur during the planning process to gather information and obtain feedback. The second meeting will occur during the public review period allowing for direct feedback on the plan from the public.

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 social media accounts; assisting with arranging meeting locations, timing, and pertinent information; and attending meetings to support outreach efforts and receive feedback during the planning process.

Deliverables

- Plan, coordinate, and facilitate the timeline of meetings, projects, and deadlines to complete the planning process in a timely manner.
- Facilitation of Kick-Off Meeting (HMPC Identification, Stakeholder Identification)
- Facilitation of HMPC Meetings (2)
- Comprehensive review of the General Safety Element, Capital Improvements Plan, and other related plans.
- 3 Outreach meeting events for stakeholders and the public.
- Marketing, including the provision of content for the City's website, social media platforms, and printed newsletters or mailings.
- Document the hazard mitigation planning process.

Phase 2 – Risk Assessment

Hazard Identification, Hazard Profiles, and Mapping

The APS Team, in partnership with the HMPC, will identify relevant information regarding the anticipated natural hazard threats that could impact the City. Relying on the previous LHMP, the

APS Team will work with the HMPC in Meeting #1 to refine the list of relevant hazards and identify new concerns, events, or datasets that can assist with the update. The updated hazard assessment will review the hazard priorities and update them as required to address current conditions within the City. As part of this process updated maps and figures may be prepared to better illustrate local conditions and effects on critical facilities analyzed. As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements. This approach has been used by our Team since 2012 and is recommended as part of the update to ensure compliance with the latest FEMA Guidance that went into effect in 2023.

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.

Vulnerability Assessment and Asset Inventory

Upon confirming any updates to 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 of critical facilities, an inventory of repetitive loss properties (if applicable), 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 at both HMPC meetings. A key input will include using FEMA's National Risk Index to estimate potential losses.

Capabilities Assessment

In addition to the mapping and analysis, the APS Team will also update the existing Capabilities Assessment. This task includes a review of the existing planning regulations and programs that 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's mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will identify changes to 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.

Deliverables

- Identification of changes/ updates to hazards of concern
- Preparation of updated GIS Hazards Maps (where necessary)
- Preparation of updated Hazard Profiles
- Development of an updated Risk Assessment
- Development of an updated Draft Vulnerability Assessment
 - Includes: critical facility identification, vulnerable populations identification, potential loss estimates, analysis of development trends, social vulnerability analysis, and analysis of city vulnerability using National Risk Index.
- Update to the existing Capability Assessment

- Planning process documentation (continuous throughout project).

Phase 3 – Hazard Mitigation Strategy

To initiate the development of mitigation strategies and actions, the APS Team will review the existing LHMP, General Plan Safety Element, Capital Improvements Plan, LHMPs from surrounding cities, and the 2023 State of California HMP. Based on this review, recommendations for updates to the plan's hazard mitigation goals will be provided to the HMPC for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare updates to existing mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will refine information within the plan to ensure we have effectively identified 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 HMPC during Meeting #2. As part of mitigation actions development, the APS Team will prepare a Monitoring and Implementation Workbook, which includes steps for the City to maintain the plan during the 5 year implementation period. 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 HMPC 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.

Deliverables

- Updated Mitigation Goals
- Updated Mitigation Actions.
- Updated Mitigation Actions Implementation Plan.
- Preparation of the Monitoring and Implementation Workbook
- Planning process documentation (continuous throughout project).

Phase 4 – Hazard Mitigation Plan Implementation and Maintenance Process

Upon completing Phases 1 through 3, the APS Team will prepare the Administrative Draft LHMP Update for City staff review. Using the process identified above, members of the HMPC will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, HMPC members will recognize much of the plan content based on their feedback and review during HMPC meetings 1 and 2. Upon completion, the plan will be provided to City staff for review and comment. Completion of the Administrative Draft LHMP Update 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 updated 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 review and approval.

City Staff Requirements

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

Deliverables

- Develop approach for ongoing maintenance and evaluation of the LHMP
- Preparation of Administrative Draft LHMP
- Solicit and collect Administrative Draft LHMP edits from the HMPC

Phase 5 – Hazard Mitigation Plan Approvals and Adoption

Public Draft Review and Revision

Upon completion of revisions and approval by the City, the Public Review Draft LHMP will then be distributed for public review. Using the City's website, social media accounts, and distribution lists, 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. We also anticipate the use of existing city meetings (City Council/ Planning Commission) to provide opportunities for review and comment of the Public Review Draft LHMP document. Upon completion of the review period, a compilation of 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 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 to release announcements and facilitate meetings, allowing for feedback and insight into relevant community concerns that can improve the plan.

Cal OES/FEMA Draft Review

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, 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 the City to adopt the plan.

City Staff Requirements

The APS Team anticipates City staff will review any revisions requested 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.

Note: Local Hazard Mitigation Plans are considered exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). As such, no environmental compliance is scoped nor anticipated to be required to adopt the LHMP.

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.

Deliverables

- Preparation of Public Review Draft LHMP
- Preparation of FEMA Plan Review Tool
- Preparation of Cal OES/FEMA Draft LHMP
- Review and apply any Cal OES/FEMA edits (if necessary)
- Preparation of final LHMP, adoption materials, and attendance at one adoption hearing

Project Schedule

The proposed project schedule ensures project completion within a timely manner. Based on our approach we have reserved adequate time for City staff review and approval of deliverables, however if delays occur or schedule adjustments are required, they can be accommodated by our approach.

Project Start	Within 2 weeks of Notice to Proceed
Phase 1 – Hazard Mitigation Planning Organization and Process	0- 6 Months from Notice to Proceed
Phase 2 – Risk Assessment	2-3 Months from Notice to Proceed
Phase 3 – Hazard Mitigation Strategy	3-4 Months from Notice to Proceed
Phase 4 – Hazard Mitigation Plan Implementation and Maintenance Process	5-6 Months from Notice to Proceed
Phase 5 – Hazard Mitigation Plan Approvals and Adoption	6-12 Months from Notice to Proceed

Fee Schedule

The following detailed cost breakdown includes workplan tasks broken down by staff hours. This estimate is based on our understanding of the City's needs and FEMA requirements. If any of our assumptions are incorrect or City staff would like to revisit them, the APS Team welcomes discussion and revision if desired.

Task Name	Aaron Pfannenstiel	Suzanne Murray	Dennis Larson	Crystal Stueve	Robert Jackson	Total Fees
	\$ 250	\$ 160	\$ 180	\$ 150	\$ 140	
Phase 1: Hazard Mitigation Planning Organization and Process	34	2	2	14	38	\$16,600
Project Kick-Off Meeting and Research (HMPC identification, Stakeholder Identification)	4		2	2	4	\$2,220
HMPC Meetings (2)	8			4	8	\$3,720
Community Engagement Strategy/Content	4	2		8	8	\$3,640
Stakeholder Meetings	6				6	\$2,340
Community Workshops	12				12	\$4,680
Phase 2: Risk Assessment	6	4	20	16	24	\$11,500
Hazard Identification, Hazard Profiles, and Mapping	2	2	8	8	8	\$4,580
Vulnerability Assessment and Asset Inventory	2		12	4	8	\$4,380
Capabilities Assessment	2	2		4	8	\$2,540
Phase 3: Hazard Mitigation Strategy	8	6	2	20	26	\$9,960
Develop Hazard Mitigation Goals	2		2		2	\$1,140
Develop, Evaluate and Prioritize Mitigation Actions	2	2		8	8	\$3,140
Mitigation Actions Implementation Plan	2	2		8	8	\$3,140
Update of Monitoring and Implementation Workbook	2	2		4	8	\$2,540
Phase 4: Hazard Mitigation Plan Implementation and Maintenance Process	2	4	2	4	16	\$4,340
Administrative Draft LHMP	2	4	2	4	16	\$4,340
Phase 5: Hazard Mitigation Plan Approvals and Adoption	10	6	2	14	24	\$9,280
Public Review Draft LHMP and Revisions	2	2	2	8	8	\$3,500
Preparation of Cal OES/FEMA Draft LHMP	2	2		4	8	\$2,540
Final Draft LHMP	2	2		2	4	\$1,680
Adoption Hearing	4				4	\$1,560
Grand Total	60	22	28	68	128	\$51,680