CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ATLAS PLANNING SOLUTIONS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 17th day of February, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ATLAS PLANNING SOLUTIONS, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assist with the development of a Local Hazard Mitigation Plan for the City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Consultant shall perform all tasks identified in Exhibit B, including Optional Tasks 7.2, 7.3, and 7.4.

1.2. Mitigation Grant Program Conditions. Consultant agrees to comply with all applicable terms, conditions, and requirements of the Federal Emergency Management Agency's (FEMA) Standard Mitigation Grant Program (HMGP) Conditions ("HMGP Conditions"), attached hereto as Exhibit "C" and incorporated herein by this reference, in the performance of this Agreement. Consultant further agrees to cooperate with City in the performance of City's obligations pursuant to the HMGP Conditions.

1.3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its

performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their 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 or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be

returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed One Hundred Two Thousand Six Hundred Thirty Dollars ($102,630.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the Project Schedule set forth in Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on February 16, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Atlas Planning Solutions	City of Costa Mesa
6578 Barranca Drive	77 Fair Drive
Riverside, CA 92506	Costa Mesa, CA 92626
Tel: (951) 444-9379	Tel: (714) 754-5333
Attn: Aaron Pfannenstiel	Attn: Jason Dempsey

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement, as outlined in Exhibits A and B only. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees attributable to or arising out of the work specified in Exhibits A and B performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct

of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses,

and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: 2-11-2020

Suzanne Murray | President
[Name and Title]

[redacted]
Taxpayer ID Number

Signature

Date: 2-11-2020

Aaron Pfannenstiel | CFO
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: 2/27/20

ATTEST:

Brenda Green 3/3/2020
Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: 2/26/20

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: 2/19/2020

APPROVED AS TO CONTENT:

Date: 2/20/2020

Jason Dempsey
Project Manager

DEPARTMENTAL APPROVAL:

Date: 022020

Bryan Glass
Acting Police Chief

APPROVED AS TO PURCHASING:

Date: 2/19/2020

Kelly Telford
Finance Director

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

Background

The City of Costa Mesa (population 115,296) encompasses 16.8 square miles and is approximately one mile from Southern California's incomparable coastline. Located in Orange County on the "coastal tableland" above Newport Beach, Costa Mesa has established a reputation as one of the area's leading cultural and business centers. Its predominant industries include retail trade, light manufacturing, finance/insurance, and real estate. Since its incorporation in 1953, the City has transformed from a quiet suburban community with deep farming roots, to a world-class city featuring some of the best restaurants, retail centers, and cultural arts in the nation.

The City offers its diverse population of residents 32 neighborhood and community parks, two municipal golf courses, 20 public schools, two libraries, and three colleges and universities in city limits and many other universities, colleges, and trade schools nearby.

Prominent centers of cultural and economic activity within the City include: The Orange County Performing Arts Center, Tony Award Winning South Coast Repertory Theater, Orange County Fairgrounds, The Lab AntiMall, and Metro Pointe. The City is also home to South Coast Plaza, a luxury retail destination with more than 250 boutiques, 30 restaurants, and the Segerstrom Concert Hall and Center for the Arts. The volume of sales generated by South Coast Plaza, estimated at more than $1.5 billion annually, makes it one of the most successful retail destinations in the United States. The community has established its identity in the region as the "City of the Arts". With an ideal location, business-friendly atmosphere, and superior amenities, Costa Mesa represents the best Southern California has to offer.

The City is a full-service municipality, including Police and Fire Departments. Costa Mesa has 496 full-time employees and 133 part-time staff members. The Police Department operates with 136 sworn officers and an additional 76 non-sworn professional and part-time staff members. The Fire Department serves the City with 84 sworn positions and six non-sworn positions. In 2017, the City's public safety agencies responded to over 127,855 incidents.

The City of Costa Mesa is seeking a qualified consultant to coordinate, facilitate, and develop a comprehensive Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's Federal Emergency Management Agency (FEMA) approved mitigation plan. A FEMA approved plan will help identify mitigation actions that will make the City of Costa Mesa more resilient in its response to local hazards.

The City of Costa Mesa has obtained a FEMA grant for the development of this LHMP. Preparation of the LHMP will involve an inclusive citywide planning process and will include the following participants seeking the California Office of Emergency Services (CalOES) and FEMA Region IX approval of the Plan:

- City of Costa Mesa
- Local special districts
- Private agencies
- Other stakeholders invited to participate in the plan development process as members of the planning committee.

Phases

The scope of services for this project is organized into four (4) phases in accordance with the Disaster Mitigation Act planning process:

1. LHMP Planning/Development Process and Organize Resources;
2. Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment);
3. Hazard Mitigation Strategy; and
4. Hazard Plan Implementation and Maintenance Process

Phase I: LHMP Planning/Development Process and Organize Resources

1. As part of the LHMP planning and development process, the City of Costa Mesa will hire a consultant to assist in the development of LHMP. To support the efforts of the consultant and the creation of the LHMP, the City will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating department and jurisdiction; staff with other local, state, and federal agencies; follow the "whole community" approach by including non-profits, religious institutions, disability access, and functional needs groups, and experts; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC.

The HMPC will:

a. Participate in the planning process, attend meetings, and provide data as requested
b. Solicit input from citizens and professionals with knowledge of applicable hazards
c. Provide input on how the risk differs across the planning area
d. Identify new/proposed mitigation projects
e. Review drafts of the plan
f. Hold public meetings
g. Coordinate the formal adoption of the plan by governing boards
h. Manage the implementation of the proposed mitigation projects

2. The consultant shall facilitate a minimum of three (3) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City's webpage and social media platforms.

3. Rosters and documentation of attendance for all meeting participants will be the responsibility of the consultant for all phases and aspects of the LHMP effort.

4. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be recorded and incorporated as appropriate by the consultant.

   a. Note: For security reasons, all critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

5. The City of Costa Mesa LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

a. A narrative description of how the plan was prepared and the process followed
b. An outline of plan development meeting dates, attendees, and agendas
c. Identify agencies and organizations that participated in plan development
d. Coordination with existing planning mechanisms
e. Description of how the public was involved and strategy for public outreach/meetings

Phase II: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this comprehensive LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural hazards and to provide a basis for hazard mitigation strategy development. Details of historic incidents and quantitative data will be incorporated to the greatest extent possible. This information will be the most current available. The risk assessment will include:

1. **Hazard Identification and Profiles**: The section will include a description and prioritization of the hazards that have occurred / could occur within the City. The hazard categories may include:
   a. Aircraft Incident
   b. Civil Disturbance
   c. Climate change hazards
   d. Critical Infrastructure Failure
   e. Cyber & Technology hazards
   f. Dam Failure hazards
   g. Drought hazards
   h. Earthquake hazards
   i. Fire hazards
   j. Flood-related hazards
   k. Nuclear and other Hazardous Materials
   l. Public Health hazards
   m. Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
   n. Space Weather hazards
   o. Terrorism, Active Threat hazards
   p. Tsunami hazards
   q. Other human-caused hazards
   r. Other geologic and soil hazards
   s. Other hazards as identified by the Hazard Mitigation Planning Committee

2. **Hazard Mapping:** Using the best and most current available data, the risk assessment will include high resolution maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

   a. Public buildings and facilities
   b. Critical facilities and infrastructure
   c. Maps that depict the location of parcels, structures, land use, and populations
   d. Structures will be delineated by type of use (e.g., residential, commercial, industrial, etc.)

e. Other areas of note

3. **Vulnerability Assessment:** Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Electronic maps and GIS data (provided by the Consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS*, CalOES MyHazards and similar reputable resources will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

   a. Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
   b. An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
   c. Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
   d. Description of land uses and development trends to advise future land use decisions
   e. *HAZUS is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes.

4. **Capability Assessment:** This assessment will be conducted to inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions. Technological and infrastructure vulnerabilities will also be noted in detail. Photographs of the vulnerabilities in Costa Mesa will be incorporated as appropriate or requested.

Phase III: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and shall include:

1. **Developing mitigation goal statements:** This will focus on reducing the risk and vulnerability from the identified hazards.

2. **Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment.**

   a. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas.
   b. This section will include a list of prioritized hazard mitigation action items that best meet the City of Costa Mesa's needs for hazard damage reduction.
   c. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to, economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City of Costa Mesa and all plan participants.

3. **Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment.**

4. **Based on previous tasks, a draft plan will be prepared in accordance with state and**

federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

The draft LHMP plan, all supporting materials will be provided in Microsoft Word docx, high resolution pdf, TIFF and JPEG format. Materials will be provided on x6 Samsung FIT Plus USB 3.1 drives. In addition, ten printed and bound copies of the draft LHMP will be provided, marked with "DRAFT".

Phase IV: Hazard Mitigation Plan Implementation and Maintenance Process

1. **Monitor, Evaluate, Implement, and Update:** This section will detail how the City of Costa Mesa HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and re-adopted every five (5) years in accordance with the requirements of the Disaster Mitigation Act of 2000.

2. **Incorporation into Existing Planning Mechanisms:** The City of Costa Mesa will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local Emergency Operations Plan, community wildfire protection plans, etc. Incorporation of, compatibility and integration with, the City Emergency Operations Plan (EOP) and Safety Element of the General Plan is required.

3. **Implementation Schedule:** The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

4. **Continued Public Involvement:** The City of Costa Mesa is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public-involvement activities for the Plan will be included.

5. **Final Plan Approval and Adoption:** The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to the California Office of Emergency Services (CalOES) and FEMA Region IX for review and approval. Upon approval of the Plan by CalOES and FEMA, the Plan will be presented to the Costa Mesa City Council for adoption by resolution. The Consultant is responsible for all plan revisions from CalOES, FEMA, and other stakeholders until it is adopted by City resolution.

Deliverables

1. Final CalOES and FEMA approved LHMP; all supporting materials in Microsoft Word docx, high-resolution pdf, TIFF, JPEG, ArcGIS format. Materials are to be provided on six (6) Samsung FIT Plus USB 3.1 drives.

    a. Original, high quality, Costa Mesa Branded PowerPoint brief of LHMP background, processes, and relevance specific to Costa Mesa incorporating recent images, maps and historic information will be included on flash drives from Deliverable 1.

    b. GIS layers and overlay files for LHMP hazards and projects in ArcGIS compatible format will be included on flash drives from Deliverable 1.

2. Ten (10) high quality, printed and bound copies of the final, complete CalOES and FEMA approved LHMP.

3. Ten (10) high quality printed and bound copies of the Mitigation Project Annex from the final, complete CalOES and FEMA approved LHMP.

4. All records related to the development of the plan, its contents, meetings held and other materials will be organized in high quality pdf format and provided to the City at the end of the process along with a hard copy of the materials, rosters and records.

Conditions

1. All drafts, to include the final approved final CalOES and FEMA approved LHMP are the property of the City of Costa Mesa. All supporting materials, images, maps, documentation, rosters and other records related to the creation of the Costa Mesa LHMP and the process are the property of City of Costa Mesa.

2. Consultant will obtain any licensing, copyright use authorization, or other permissions required for: images, video, studies, maps, surveys or other materials included in the LHMP.

   a. Any licensing, copyright use authorization, ownership, or other permissions utilized in LMHP or its supporting materials will be transferred to the City of Costa Mesa.

3. Consultant branding on materials is not authorized or acceptable for the City of Costa Mesa LHMP or any of its components except as allowed or directed by Emergency Services Administrator.

4. Final invoice will not be accepted or paid by the City of Costa Mesa until the final LHMP has all directed corrections/edits made, is approved by CalOES, FEMA, and all conditional materials and deliverables are received by the Costa Mesa Emergency Services Administrator and the LHMP is adopted by City resolution.

Specific Work Requirements

1. Scope of Work will include the following general tasks associated with the delivery of a FEMA approved mitigation plan:
   a. Development of the Mitigation Plan, including process documentation, capability assessment, development of mitigation goals, identification and analysis of mitigation measures, writing and reviewing plan drafts
   b. Review of relevant City and County documents, plans, records, GIS data , and historic events and incorporation of same into the planning process
   c. Risk assessments, including hazard identification and profiling of natural hazards common to Costa Mesa, assessments of vulnerabilities, and estimates of potential losses
   d. Incorporate review comments from City staff, California Office of Emergency Services (CalOES), and FEMA into the plan as necessary to complete the plan in compliance with DMA 2000, CalOES and FEMA requirements
   e. Facilitation of City-specific meetings and activities to include venue, signage and outreach
   f. Planning and facilitation of City-specific public participation activities to include venue,

signage and outreach

g. Costa Mesa Emergency Services Administrator will be kept informed of complete schedule and project progress.

2. Bidder shall be thoroughly familiar with the:
   a. Robert T. Stafford Disaster Relief
   b. Emergency Assistance Act, Disaster Mitigation Act of 2000

3. Bidder is required to consult with CalOES and FEMA as the project structure is developed.

4. Bidder and/or mitigation Consultant must have proven ability to work with CalOES and FEMA and be familiar with their processes and procedures related to the creation, review and final approval of the LHMP.

5. Refreshments will be provided by the consultant as requested by the Emergency Services Administrator for conferences per:
   a. FEMA Preparedness Grants Manual 2019
   b. 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
   c. Costs associated with these refreshments will be built into the proposal as a meeting materials expense.

Performance

Unless otherwise agreed to by City, the Consultant must complete the items listed below within the timeframes listed below.

1. **Milestones:**
   a. Time to complete: No more than 10 months – LHMP delivered to CalOES & FEMA for review - initial

2. **Corrections Received from CalOES and/or FEMA**
   a. Time to complete: No more than 1 month – Consultant completes LHMP corrections and updates; delivers corrected/updated copy to CalOES and FEMA for review

3. **Final LHMP Approved by CalOES & FEMA**
   a. Time to complete: No more than 1 month – Costa Mesa receives from Consultant: High resolution/quality, printed and bound copies of LHMP; LHMP Projects; organized physical and hard copy of all planning materials, agendas, rosters, etc. Electronic copies on USB flash drive.
   b. Time to complete: No more than 2 months - Costa Mesa receives from Consultant: Final Invoice and any remaining documentation to be reconciled.

EXHIBIT B

CONSULTANT'S PROPOSAL

PROPOSAL
for
LOCAL HAZARD MITIGATION PLAN
RFP NO.20-02

Prepared for:

City of Costa Mesa
Police Department
77 Fair Drive,
Costa Mesa, CA
92628-1200

Prepared by:

Atlas Planning
Solutions,
6578 Barranca Drive
Riverside, CA 92506

Original Version

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City of Costa Mesa
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Dear Ms. Jackqueline Nguyen,

It is with great pleasure that Atlas Planning Solutions submits this proposal for the City of Costa Mesa Local Hazard Mitigation Plan project. Costa Mesa has an opportunity to proactively address natural hazards using this plan, which has proven to be a successful approach for many other Orange County communities that we have supported in the past. Knowing the challenges that cities are facing with limited budgets, reduced staffing, and limited resources to accomplish the same functions they have historically provided, an LHMP is a great way to leverage Federal grant funding sources and effect change within the community. The Atlas Planning team understands the challenges Costa Mesa faces and offers the following benefits to the City:

Understanding Regional Issues and Local Context – key team members have worked within many Orange County communities on the very same issues Costa Mesa faces. Aaron Pfannenstiel has managed or is currently managing the preparation of LHMPs for the Cities of Irvine, La Palma, Laguna Beach, Huntington Beach, Westminster, Seal Beach, and Fullerton. In addition, he has recently assisted the City with a focused update to their Emergency Operations Plan.

Developing Meaningful Content – Local Hazard Mitigation Plans aren't the most exciting documents, however when prepared correctly, they can become an extremely meaningful component of a community's future mitigation strategy. FEMA guidance identifies the basic requirements; however, we have found that meeting that guidance requires creativity and thoughtfulness to ensure it speaks to the community as well. Prior plans prepared have received awards from the Orange Section of the American Planning Association, as well as recognition as a best practice example in the California State Hazard Mitigation Plan.

Aaron Pfannenstiel will serve as the project manager and City's primary contact for this project. With more than 18 years of experience, he will ensure adequate staffing and the highest levels of quality control. As a Principal of Atlas Planning Solutions, Aaron Pfannenstiel is authorized to bind the team to the contents of this submittal, which is valid for 180 days, and negotiate contracts on behalf of the firm. **Appendix A of this proposal includes the Vendor Application Forms.** If you have questions, or if you would like to schedule an interview with our team, please contact Aaron at 909.374.4828 or via email at aaron@atlasplanning.org.

Respectfully submitted,

Aaron Pfannenstiel

BACKGROUND AND PROJECT SUMMARY

Atlas Planning understands that the City of Costa Mesa seeks a consultant to coordinate, facilitate, and prepare a comprehensive update to the City's Local Hazard Mitigation Plan (LHMP) in accordance with the requirements of the Disaster Mitigation Act of 2000. With experience preparing LHMPs in surrounding jurisdictions within Orange County, the Atlas Planning team is well versed in the many issues facing the community. As a growing and changing community that has become a central employment destination, the City faces numerous challenges addressing natural and human-caused hazards.

Plan Development has become easier over the years with the creation of planning tools and guidance from FEMA and other Federal and State agencies. However, the challenges our communities face are becoming more complex, given the nature of development and the many concerns that City staff, residents, and business owners share. The Atlas Planning team's approach will focus on the following:

Expand Access to Grant Funding Resources: with the adoption of the LHMP, the City will become eligible to pursue FEMA grant funding under the Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), and Hazard Mitigation Grant Program (HMGP). These grants are intended to assist communities that have completed the hazard mitigation planning process and ready to implement strategies and projects to reduce future vulnerabilities.

Engage Key Partners and Community Members: it is very important that engagement of key partners and community members occurs during the hazard mitigation planning process. City staff are typically primary contributors to the process; however, we have found that local special districts, large employers, and key non-profits/ non-governmental organizations can also play a vital role. Costa Mesa is a diverse community that caters to a diverse population of residents and visitors. Through an effective engagement process, the City can develop a plan that balances these differing priorities.

A Phased Approach: To complete this type of process, the following phased approach identified in the RFP will be used. Key outcomes of this approach may include:

1) LHMP Planning/Development Process and Organize Resources – this phase of the project will capture the work conducted to adhere to the DMA 2000 requirements and FEMA guidance for preparing an LHMP. Documentation of this process will be an important aspect of the final LHMP review by Cal OES and FEMA.
2) Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment) – this phase focuses on the technical analysis that illustrates which areas of the City and/or which critical assets are most vulnerable to the hazards anticipated to impact the City in the future.
3) Hazard Mitigation Strategy – this phase is intended to identify and institutionalize the future mitigation strategies and actions that can be undertaken by the City to reduce future vulnerabilities. These actions and strategies are intended to help the City with future mitigation grant opportunities.
4) Hazard Plan Implementation and Maintenance Process – this phase of the project will become the most important element, during the five-year implementation period after the plan has been adopted. Many plans have been completed and no future actions have been

undertaken. The Atlas Planning team aims to avoid this missed opportunity and ensure that City staff understand how best to leverage this implementation period for additional funding and assistance.

METHOD OF APPROACH

The Atlas Planning team approach is rooted in our collective experience working across the Country in communities large and small. This experience coupled with our current and prior work within Orange County (Cities of Irvine, Laguna Beach, Huntington Beach, Westminster, La Palma, Seal Beach, and Fullerton) ensures that Costa Mesa is getting the best of both worlds. Our Team has the capabilities of any large engineering firm, coupled with expertise that only small customer service-oriented firms can provide. The Atlas Planning team approach focuses on relationship building, effective communication and facilitation, and understanding the concerns at the heart of the community.

To ensure disruptions to project performance are minimized, the Atlas Planning team has developed the following project controls to ensure client satisfaction:

1. **Project Management Check Ins -** The City's Project Manager and the Atlas Planning team Project Manager will conduct regularly scheduled check in calls to discuss upcoming tasks, meetings, and data gathering and analysis efforts. During these calls' issues surrounding project execution can be discussed and addressed if needed.
2. **Progress Monitoring** – the hazard mitigation planning process used by the Atlas Planning team ensures easy progress monitoring during every HMPC meeting. As each meeting is completed, the discussion will identify next steps and ways for team members to contribute and stay involved.
3. **HMPC Engagement** - close coordination with key internal and external stakeholders will be an important aspect of the work program. Since this document memorializes the history of hazards in the City and projects potential future conditions, effective engagement of these stakeholders ensures a high degree of accuracy for the City.

Recruitment Protocol – It is the policy of Atlas Planning Solutions to refrain from hiring current employees from companies and agencies that we are actively under contract with. If former employees of the City are being reviewed for recruitment, hiring, and retention who have been displaced due to layoff or outsourcing of functions and services, Atlas Planning staff will contact the City's Project Manager and request approval to conduct these activities. Any offer of employment will only be provided upon written approval from the City.

Scope of Work

The following scope of work is based on Atlas Planning Solutions' understanding of the desired tasks and level of effort necessary to complete a DMA 2000-compliant LHMP. This scope is our best recommendation based on that understanding, but we are happy to refine it after further discussion with City staff and the HMPC. Our goals are to provide the City with a work program that meets its needs and to provide the community with a meaningful document that will inform future decisions.

Task 1. LHMP Planning/Development Process

The Atlas Planning team will assist the City with the planning and development process. This task will focus on the following elements that will help ensure the planning process is initiated effectively:

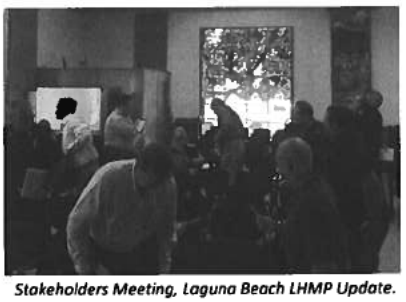
1.1 Project Kick-Off Meeting and Research

This meeting will consist of initial research and development of background information and research that will be discussed by the City's project manager and staff, and the Atlas Planning team. For initial meetings like this, we typically recommend review and discussion of the following topics:

- Team communication protocols
- Data needs and data requests
- Current planning and public works projects/initiatives
- Recent incidents/issues that are notable for the community
- Recent community outreach/engagement efforts
- Document guidelines and template preferences
- Related projects/efforts
- HMPC members/invitations
- Clarify mission and vision for the project

With this meeting, the Atlas Planning team will typically try to anticipate many of the recurring issues that we have seen during the planning process and discuss City staff concerns up front, hopefully eliminating future pitfalls. Prior to this meeting, Atlas Planning staff will conduct additional research and compile data that will be provided as part of the meeting packet. Upon completion of the meeting, key Atlas Planning team staff will be available to conduct a site reconnaissance with City staff to view and photograph particular locations of concern or interest.

The LHMP planning process involves two very important components. To ensure compliance with federal requirements, the process must include an internal meeting with a team of City staff and other stakeholders and an outreach and engagement effort with the community to allow for input and feedback into the process. The following tasks are proposed to comply with these requirements:



Stakeholders Meeting, Laguna Beach LHMP Update.

1.2 Hazard Mitigation Planning Team Meetings

The HMPC will consist of City staff, stakeholder agencies (local, state, federal), and community partners invited by the City (nonprofits, residents, businesses, etc.). Facilitation of these meetings will focus on the planning process outlined in DMA 2000 and FEMA's Local Mitigation Plan Review Guide and Local Mitigation Planning Handbook. Atlas Planning team staff will conduct four 2-hour meetings with the HMPC over the course of four months as part of plan development. These meetings will address the following topics:

HMPC Meeting #1: Review the work program, schedule, community engagement strategy, critical facilities list, and hazards of concern addressed in the plan.

HMPC Meeting #2: Review hazard profiles, hazards mapping, and overview of risk assessment.

HMPC Meeting #3: Review risk assessment analysis and begin mitigation actions development and

brainstorming.

HMPC Meeting#4: Review, revise, and prioritize mitigation actions and discuss monitoring and implementation workbook.

1.3 Public Meetings

To be responsive to the City and provide a process that meets FEMA guidance and requirements, The Atlas Planning team proposes the following public meetings. Hourly assumptions for these meetings include meeting travel, preparation, setup, and attendance.

- **Community Kick-Off Meeting.** This meeting will be at the beginning of the process to inform attendees about the hazard mitigation planning process, the project schedule, and ways to stay engaged with and informed about the project process. We use a very simple presentation with a question-and-answer period and interactive activities that allow attendees to provide direct input into the planning process.
- **Public Review Draft Plan Review Meeting.** This meeting will take place during the required public review period and will allow all participants to comment on the draft LHMP. The intent of this meeting is to explain the LHMP document (purpose, content, etc.) and the next steps in the planning process and provide a forum for input and feedback on the plan and outstanding community concerns. We often recommend that this meeting be conducted during a regularly scheduled City meeting, like a Planning Commission or City Council meeting.
- **Final Adoption Meeting/Hearing.** This meeting will take place upon receipt of final approval from FEMA. At this meeting, the City Council will take final action to adopt the LHMP. After it goes into effect, the City will be able to pursue additional grant funds for future mitigation projects.

1.4 Community Engagement/Outreach Content

A key component of the planning process is ensuring effective involvement of the community during plan preparation. For some communities, this can be as simple as a quick online survey; for others, it may require greater effort. There are many strategies that work for this process, and Atlas Planning team has identified the following tasks to ensure the best approach to community engagement for the City.

Aaron Pfannenstiel discusses hazard mitigation on local Laguna Beach radio station.

Community Engagement Strategy Development

Upon receipt of the notice to proceed, the Atlas Planning team will prepare a community engagement strategy for review and approval by City staff and eventually the HMPC, if desired. This strategy will outline the preferred options for community engagement based on a detailed discussion with City staff (as part of the kick-off meeting in task 1) about prior community engagement activities, their successes and challenges, and other concerns from City leaders leading up to this process. After completion of the strategy, The Atlas Planning team will share the information with the HMPC (during HMPC Meeting #1). This strategy will outline what FEMA requires for community engagement and integrate opportunities for interaction and feedback—both in person (at public meetings in task 1.3) and online.

Online Media/Survey Development

Online outreach efforts have proven very effective for these processes. They typically include web pages/websites for project information and updates, social media sites, and online surveys through

services like Survey Monkey. The following tasks are anticipated to be incorporated into the strategy:

- **Online Media.** Atlas Planning team staff will develop web content that explains what an LHMP is, why the City is preparing one, what information will be in the plan, and ways that stakeholders can contact the City and stay engaged in the planning process. This content will be provided for upload to the City's website. We assume City staff will manage the website for this project throughout the process.
- **Social Media.** Atlas Planning team staff will prepare content and graphics for use on social media sites such as Facebook, Twitter, and Nextdoor. The Atlas Planning team will research the types of sites actively used by the City and discuss City staff preferences. In addition, many local groups and organizations with an online presence in the community can help with engagement activities. Prior to engaging these groups, the Atlas Planning team will work with City staff to understand which organizations and groups are most appropriate to assist with this effort.
- **Online Survey.** An online survey is an easy and sometimes powerful way of gathering qualitative and quantitative data to inform plan preparation. The Atlas Planning team is prepared to develop an online survey that can be distributed to the community via email and social media. Distribution of the survey should involve residents, businesses, surrounding jurisdictions, and stakeholders involved or interested in hazards and disasters in the community. Prior to distribution, this survey will be distributed to the HMPC during HMPC Meeting #1 for review and feedback.

City News

Local Hazard Mitigation Plan Seeks Public Comments March 1-20

The City of Huntington requests your comments and feedback on their Local Hazard Mitigation Plan (LHMP). The purpose of the plan is to allow the City to pursue grant funding opportunities with the Federal Emergency Management Agency (FEMA) that assist with hazards reduction. A requirement for these grant opportunities is for a City to development a plan that identifies the potential risks associated with their natural hazards.

This plan was developed by the City of Huntington Beach in accordance with FEMA requirements and guidance and identifies the areas of the City susceptible to different natural hazards and the facilities at risk to these hazards.

The City is now seeking input from residents and interested stakeholders during the LHMP's public review period March 1 to March 20. If you have any comments, please submit them to Brevyn Metter at bmetter@surfcity-hb.org.

Attachment: Huntington_Beach_public_review_draft_LHMP.pdf

HUNTINGTON BEACH

Online public outreach example from ***Huntington*** *Beach LHMP Planning Process.*

Note: The steps outlined above will become part of the documentation of the planning process required for an LHMP. This documentation is considered an ongoing component of all subsequent tasks. Upon completion of the Administrative Draft LHMP, the HMPC will have an opportunity to review and provide feedback on the ways that the planning process was documented and described.

Task 2. Hazard Assessment (Hazard Identification, Hazard Prioritization, and Hazard Mapping)
Development of the risk assessment for the LHMP will involve hazard identification and profiles, hazard mapping, vulnerability assessment, and capability assessment.

2.1 Hazard Identification and Profiles

The Atlas Planning team will develop profiles for natural hazards identified by the HMPC during HMPC Meeting #1. The profiles listed in the RFP are included below. Those in **bold** are natural hazards that fall under the requirements of DMA 2000. All other hazards would not be eligible for grant funding under the PDM, FMA, and HMGP grant programs.

a. Aircraft Incident
b. Civil Disturbance
c. Climate change hazards
d. Critical Infrastructure Failure
e. Cyber & Technology hazards
f. Dam Failure hazards
g. Drought hazards
h. Earthquake hazards
i. Fire hazards
j. Flood-related hazards
k. Nuclear and other Hazardous Materials
l. Public Health hazards
m. Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
n. Space Weather hazards
o. Terrorism, Active Threat hazards
p. Tsunami hazards
q. Other human-caused hazards
r. Other geologic and soil hazards
s. Other hazards as identified by the Hazard Mitigation Planning Committee

2.2 Prioritize Hazards

Each profile will include a description of the hazard; previous occurrences, locations, and extents (magnitude or strength); and probability of future occurrences. Location-based hazard data will be captured in a GIS database compatible with the City's GIS system.

An important consideration in hazard profiles is the impact associated with climate change. Although they do not require it, FEMA and Cal OES are requesting that climate change be integrated into local hazard mitigation planning efforts where possible.

Our re-commendation is to address potential impacts and vulnerabilities within each hazard profile because certain hazards can be exacerbated by climate change and others cannot. The discussion is typically qualitative in nature; however, some quantitative analysis can be incorporated based on readily available information and data from the City's Climate Protection Action Plan and Cal-Adapt.

TABLE 3-3: HAZARD SCORES AND THREAT LEVEL

Hazard	Probability (2.0)	Impact (2.0)			Final Score	Threat Level
		Location (0.8)	Primary Impact (0.7)	Secondary Impact (0.5)		
Coastal Hazards	3 (Likely)	2 (Limited)	3 (Severe)	2 (Limited)	28.2	Medium
Disease and Pest Management	2 (Occasional)	4 (Extensive)	2 (Moderate)	3 (Moderate)	24.4	Medium
Extreme Weather	3 (Likely)	4 (Extensive)	4 (Extreme)	4 (High)	48.0	High
Floods	4 (Highly Likely)	2 (Limited)	3 (Severe)	4 (High)	45.6	High
Human-Caused Hazards	4 (Highly Likely)	2 (Limited)	3 (Severe)	3 (Moderate)	41.6	Medium
Landslide and Mudflow	3 (Likely)	3 (Significant)	4 (Extreme)	4 (High)	43.2	High
Seismic Hazards	4 (Highly Likely)	4 (Extensive)	4 (Extreme)	4 (High)	64.0	High
Wildfire	4 (Highly Likely)	4 (Extensive)	4 (Extreme)	4 (High)	64.0	High

2.3 Hazard Mapping

The following elements will be conducted to complete the Hazard Mapping task:

2.3a Critical Facilities Inventory

The Atlas Planning team will work with the HMPC to update the City's inventory of "critical facilities" (key outcome of HMPC Meeting #1), which will be a key component of the risk assessment. This inventory will assist the City in future capital improvements planning and programming, which will be important for monitoring and implementation. Anticipated facilities are public buildings, critical facilities and infrastructure (pump stations, reservoirs, bridges), and other locations of concern. Upon completion and approval by the HMPC, this inventory will be mapped in GIS.

2.3b GIS Mapping and Analysis

The Atlas Planning team will map the hazards of concern identified in the hazard profiles task, above. The Atlas Planning team will also identify and analyze current and future land use and development trends in the planning area, which can affect the City's potential mitigation strategy. Understanding land use patterns and key hazards conditions will inform an assessment of the vulnerability of certain land uses/locations to given hazard events. An outcome of this analysis will be the ability to develop future land use requirements/regulations to further reduce risk and vulnerability, where applicable, which can be a powerful planning tool for the City.
As a component of this task, the mapping and analysis will align with sections 5.2.2, 5.3.2, and 5.4.2 of the State of California Hazard Mitigation Plan.

Task 3. Vulnerability Assessment

The Atlas Planning team will assist the City in the development of a Vulnerability Assessment, which includes the following components:

3.1 Hazard Vulnerability Assessment

The Atlas Planning team will use the hazard profiles, critical facilities inventory, GIS mapping and analysis, and capabilities assessment (see task 3.2) to prepare a hazard vulnerability analysis that quantifies and portrays the locations in the planning area that are most at risk for each hazard. The results of this analysis are typically provided in a table identifying the hazards and critical facilities at risk, where applicable. The following are key elements of this assessment:

a) *Potential Loss Estimation*
   The Atlas Planning team will identify vulnerable structures and potential loss estimates for the critical facilities in the approved inventory. The LHMP will prioritize essential facilities such as police and fire stations, schools, and medical facilities over other facilities of concern that may not be owned/controlled by the City. Our typical approach for loss estimation uses existing GIS data sets and insured valuation of critical facilities. If insured values are not available, we will work with engineering and risk management departments to come up with estimates for potential losses that can be used in this portion of the plan.
b) *Analyze Development Trends*
   As part of the vulnerability assessment, the Atlas Planning team will conduct a development trends analysis analyzing the existing and proposed land uses in the General Plan, which will

identify the development densities in each profiled hazard area. As part of the analysis, a discussion of the anticipated changes in land use or future development will be included.

c) *Social Vulnerability Analysis*
Although it is not a FEMA-required component of an LHMP, The Atlas Planning team will identify socially vulnerable populations in the City that may require special assistance in relation to natural hazards. This analysis will compare populations within geographically based hazard zones to populations in other parts of the City. The purpose is to determine if populations in certain areas of the City are more vulnerable to hazard conditions. A typical outcome of this analysis is the identification of certain areas/populations that may require additional services or have special needs during a hazard event. As part of the vulnerability assessment, this information will be incorporated into a series of tables, which will clarify the socially vulnerable areas/populations in the City.

3.2 Capabilities Assessment
A capabilities assessment is a comprehensive review of the mitigation capabilities and tools currently available to the City to implement the mitigation strategy. Using a community capabilities assessment worksheet created by The Atlas Planning team, we will work with the City to review current mitigation capabilities—e.g., programs, staffing, funding, and other resources—as well as current infrastructure that is potentially vulnerable during a disaster. Also, the capabilities assessment will review and describe the City's National Flood Insurance Program participation, its floodplain management program, and how it complies with NFIP requirements. The Atlas Planning team will identify, analyze, and prioritize mitigation actions related to continued NFIP compliance and address "repetitive loss properties." The capabilities assessment will also describe the City's past and current mitigation activities. When the capabilities assessment is complete, The Atlas Planning team will use the information to refine potential mitigation strategies that can be implemented to address City needs.

Task 4. Hazard Mitigation Strategy
The Atlas Planning team will assist the City in the development of a Hazard Mitigation Strategy, which includes the following components:

4.1 Develop Hazard Mitigation Goals
A key outcome of the hazard mitigation planning process is the establishment of hazard mitigation goals. During HMPC Meetings 1 through 3, The Atlas Planning team will discuss hazard mitigation planning goals with the HMPC and, upon initiation of this task, will confirm these goals prior to development of mitigation actions. Based on the data collection and analysis during the planning process, The Atlas Planning team will ask the HMPC to answer the following questions:

- Do the goals
  - reflect current state goals?
  - account for current and future hazard concerns in the City?
  - reflect the City's risk assessment?
  - support the City's mitigation priorities and capabilities?

Based on the answers to these questions, the project mitigation goals will be finalized, after which the

mitigation action plan can be completed.

4.2 Develop, Evaluate, and Prioritize Hazard Mitigation Actions
The Atlas Planning team will work with the HMPC to develop mitigation actions based on the vulnerability and capability assessments. The identified mitigation actions will form the comprehensive mitigation strategy. Working with the HMPC, The Atlas Planning team will develop a process and criteria to prioritize identified mitigation actions. The identification and prioritization process will ensure that mitigation actions/strategies are realistic and achievable and reflect long-term priorities. Fundamental to the process are key factors such as life, property, health, and safety protection and the availability of funding for any given project. Once identified, the "STAPLEE" approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, administrative, political, legal, economic, and environmental feasibility of each proposed mitigation action. To the extent that information and the appropriate data are available, cost estimates will be prepared on a defined, comparative-cost scale to compare and prioritize mitigation actions. Upon completion of the mitigation actions, The Atlas Planning team will conduct HMPC Meeting #4, which includes a facilitated discussion of the draft mitigation actions to further refine and prioritize the list.

4.3 Mitigation Actions Implementation Plan
An implementation strategy for the prioritized mitigation actions will be developed using implementation worksheets. The worksheets will identify, for each prioritized mitigation action, the mitigation action department lead, funding and staffing resources, time frame for completion, and implementation steps. Information from the worksheets will be incorporated into a matrix.
A sample of the implementation plan—including the information listed and instructions—will be a component of the Implementation and Monitoring Workbook prepared in the next task.

Task 5. Hazard Mitigation Plan Implementation and Maintenance Process
A key component of the hazard mitigation planning process is the identification of the plan maintenance process that will be used over the five-year lifespan of the plan.

5.1 Monitoring and Implementation Chapter Development
The Atlas Planning team will prepare the Monitoring and Implementation chapter of the LHMP that identifies the plan maintenance and implementation steps over the five-year plan period. This chapter will describe the methods and schedule for monitoring, evaluating, and updating the plan; how the mitigation plan elements will be incorporated into other planning mechanisms; and how the public will remain involved throughout the planning process.
Completion of this task will also complete the Administrative Draft LHMP. Once complete, the Administrative Draft LHMP will be distributed to the HMPC for review and comment.
In addition to the Monitoring and Implementation chapter, The Atlas Planning team will prepare an Implementation and Monitoring Workbook for the HMPC and City staff to use over the five-year plan period to track and monitor implementation. The workbook will be a reference guide for staff who participated in the process as well as staff who are unfamiliar with the process but have a connection to hazard mitigation activities. Implementation and monitoring are typically overlooked after plan adoption, so the goal of this tool is to make it easier for the City to track and monitor efforts

toward implementation. As an appendix to the plan, this document will be easy to carry around, identify guidance if specific events occur or opportunities for mitigation activities present themselves, and provide areas for notetaking and documentation during events or when projects are completed.

Task 6. Plan Compilation

6.1 Public Review Draft Hazard Mitigation Plan

Upon receipt of comments from the HMPC on the Administrative Draft LHMP, The Atlas Planning team will prepare the public review draft of the document for final review and approval by the City (and HMPC, if necessary). Upon approval from the City, the Draft LHMP will be distributed for public review. The City website, social media, and emails will 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 City/HMPC desires. During this period, a public workshop can be conducted (see Task 1.3).

6.2 Cal OES/FEMA Draft Hazard Mitigation Plan

Upon completion of the public review period, The Atlas Planning team will review comments received and prepare revisions to the LHMP document in preparation for transmittal to Cal OES/FEMA. Completion of this task also includes preparation of the FEMA Plan Review Tool, which will accompany the document when transmitted. For budgeting purposes, this task assumes 16 hours of staff time for completion of revisions requested by Cal OES/FEMA. This budget is based on experience with similar plans at this stage. If significant comments are received that require substantial work, additional staff time may be required.

6.3 Final Adoption Hazard Mitigation Plan

Upon receipt of an Approved Pending Adoption letter from FEMA, The Atlas Planning team will prepare a final version of the LHMP for City Council adoption. As part of this task, The Atlas Planning team will also assist staff with the content for the Staff Report and Resolution of Adoption. For budgeting purposes, this task assumes 12 hours of staff time, a portion of which has been allocated to final hearing attendance.

Deliverables

Per the RFP, the following deliverables will be provided during and at the conclusion of the project.

1. Final CalOES and FEMA approved LHMP; all supporting materials in Microsoft Word docx, high- resolution pdf, TIFF, JPEG, ArcGIS format. Materials are to be provided on six (6) Samsung FIT Plus USB 3.1 drives
2. Original, high quality, Costa Mesa Branded PowerPoint brief of LHMP background, processes, and relevance specific to Costa Mesa incorporating recent images, maps and historic information will be included on flash drives (Deliverable 1)
3. GIS layers and overlay files for LHMP hazards and projects in ArcGIS compatible format will be included on flash drives (Deliverable 1)
4. Ten (10) high quality, printed and bound copies of the final, complete CalOES and FEMA approved LHMP
5. Ten (10) high quality printed and bound copies of the Mitigation Project Annex from the

final, complete CalOES and FEMA approved LHMP

6. All records related to the development of the plan, its contents, meetings held, and other materials will be organized in high quality pdf format and provided to the City at the end of the process along with a hard copy of the materials, rosters and records.

Other Notes

For each HMP meeting and Community Workshop, Atlas Planning Solutions will provide refreshments as requested by the Emergency Services Administrator, in conformance with FEMA Preparedness Grants Manual 2019 and 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The costs associated with these refreshments are built into this proposal as a meeting materials expense.

City Staff Expectations

The Atlas Planning team assumes City staff will assist with or take responsibility for the following:

- Reservation of rooms for HMPC and Community Workshops/Meetings.
- Distribution of Meeting invitations and materials to HMPC members and key stakeholders.
- Upload and oversight of the Project Website (content provided by the Atlas Planning team).
- Provision of data/information that is exclusively held on City servers and hard copy files.

Optional Tasks

7.1 Project Contingency

The Atlas Planning Team recommends the addition of a project consistency budget, which could be used to accommodate additional project needs and/or new project components. Under this budget, additional work conducting community engagement, outreach, analysis, and meeting attendance could be accommodated if approved by the City.

7.2 General Plan Safety Element Assistance

Understanding that the City is currently updating the General Plan, Atlas Planning Solutions recommends an optional task to support this effort and ensure compliance with recent changes to California Government Code Section 65302. Since 2014, new provisions of the code went into effect—SB 1241, SB 379, and SB 1035, which focus on wildfire hazards and climate adaptation/LHMP integration, respectively. In this optional task, The Atlas Planning team will prepare a Safety Element Recommendations Memorandum that will outline the recommended updates to goals and policies to address these changes to the government code.

7.3 Emergency Operations Plan Assistance

Understanding that the City is currently updating their Emergency Operations Plan, this optional task would include summarized information from the LHMP to include in the Hazard Identification and Analysis section of the EOP. This information would be based on the hazard profiles prepared in the LHMP ensuring greater consistency between the two documents.

7.4 Emergency Evacuation Planning Assistance

As an optional task, the Atlas Planning Solutions team can assist the City with the development and

refinement of an evacuation network. The identification of a network is a requirement under California Government Code Section 65302 (g) 1; however, most jurisdictions do not comply with this requirement. In previous efforts we have developed a network as part of the LHMP update. Under this task, that network could then be tested for hazard vulnerabilities and recommendations can be developed to increase network reliability.

SCHEDULE

The following schedule is based on our current understanding of the project and approach developed above. While the Atlas Planning team has control over the tasks, we are responsible for, we cannot guarantee the time frames associated with Cal OES and FEMA Region IX review. For that reason, we have assumed a timeframe of four and half months, which is based on prior experience working with these agencies. In our experience this review timeframe has ranged from less than three months to more than six months. Our goal and desire will be to push reviewing agencies to expedite this review.

	Project Task	Task Start	Task Complete
Task 1. LHMP Planning/Development Process		January 2020	July 2020
1.1	Project Kick-Off Meeting and Research (Notice to Proce	January 2020	January 2020
1.2	Hazard Mitigation Planning Team Meetings	February 2020	May 2020
1.3	Public Meetings	February 2020	July 2020
1.4	Community Engagement/Outreach Content	January 2020	March 2020
Task 2. Hazard Assessment (Hazard Identification, Hazard Prioritization, and Hazard Mapping)		February 2020	May 2020
2.1	Hazard Identification and Profiles	February 2020	March 2020
2.2	Prioritize Hazards	February 2020	March 2020
2.3	Hazard Mapping	February 2020	May 2020
a	Critical Facilities Inventory	February 2020	April 2020
b	GIS Mapping and Analysis	February 2020	May 2020
Task 3. Vulnerability Assessment		March 2020	June 2020
3.1	Hazard Vulnerability Assessment	March 2020	June 2020
a	Potential Loss Estimation	March 2020	June 2020
b	Analyze Development Trends	March 2020	June 2020
c	Social Vulnerability Analysis	March 2020	June 2020
3.2	Capabilities Assessment	March 2020	June 2020
Task 4. Hazard Mitigation Strategy		April 2020	July 2020
4.1	Develop Hazard Mitigation Goals	April 2020	July 2020
4.2	Develop, Evaluate, and Prioritize Hazard Mitigation Actic	April 2020	July 2020
4.3	Mitigation Actions Implementation Plan	April 2020	July 2020
Task 5. Hazard Mitigation Plan Maintenance Proces		June 2020	July 2020
5.1	Monitoring and Implementation Chapter Development	June 2020	July 2020
Administrative Draft Plan Review by City/HMPC		July 2020	August 2020
Task 6. Plan Compilation		August 2020	February 2021
6.1	Public Review Draft Hazard Mitigation Plan	August 2020	September 2020
LHMP Public Review Period (30-day)		September 2020	October 2020
6.2	Cal OES/FEMA Draft Hazard Mitigation Plan	October 2020	October 2020
Cal OES/FEMA Review		October 2020	January 2021
6.3	Final Adoption Hazard Mitigation Plan	January 2021	February 2021

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

Atlas Planning Solutions

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

As a small, woman-owned and disabled veteran business (small business and DVBE certification pending), Atlas Planning Solutions understands that successful outcomes rely on client satisfaction, optimal project management, and 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.

A key specialty of Atlas Planning Solutions is the integration of Hazard Mitigation Planning and General Plan Safety Elements. Since 2006, the State of California has incentivized the integration of these two documents, which has become a core service of the firm.

Atlas Planning Solutions Business Information

Legal Name: Atlas Planning Solutions

S-Corporation, Incorporated in 2018 in the State of California.

Address: 6578 Barranca Drive, Riverside, CA 92506

Phone: 951-444-9376

Email: aaron@atlasplanning.org

Firm Principals/ Officers:

- Suzanne Murray - Principal/ CEO
- Aaron Pfannenstiel - Principal/ CFO

Number of Years in Business: **Less than 1**

Number of Years Performing Requested Services: **10+ Years**

TEAM EXPERIENCE/ QUALIFICATIONS

ATLAS PLANNING SOLUTIONS
Hazard Mitigation and Safety Element Planning Experience and References

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

Over the past three years Aaron Pfannenstiel has supported or is currently assisting the following jurisdictions with their LHMP updates. Jurisdictions in bold are located within Orange County.

- **City of La Palma LHMP Update**
- **City of Irvine LHMP Update**
- **City of Fullerton LHMP Update**
- **City of Seal Beach LHMP**
- **City of Laguna Beach LHMP**
- **City of Westminster LHMP**
- **City of Huntington Beach 2017 LHMP Update**
- City of Colton LHMP Update
- City of Torrance LHMP Update
- County of Inyo/City of Bishop Multi-Jurisdictional HMP
- City of Santa Rosa LHMP Update
- Town of Windsor LHMP Update
- City of Culver City/Culver City School District Multi-Jurisdictional HMP Update
- City of South Gate LHMP Update

Detailed Representative Projects

2018 Laguna Beach Local Hazard Mitigation Plan, Safety Element Assistance, and EOP Update
Client Contact: Jordan Villwock | Emergency Operations Coordinator
949.497.0389 | jvillwock@lagunabeachcity.net
Dates: July 2017–Present

As a subconsultant to PlaceWorks, Mr. Pfannenstiel has continued to assist the city with the preparation of its first LHMP, an update of their General Plan Safety Element, and update to their Emergency Operations Plan. Key issues for this community include wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. As part of this effort, the City's 1995 General Plan Safety Element was reviewed and updated to ensure compliance with changes to the Government Code (SB 1241, SB 379, AB 2140).

http://www.lagunabeachcity.net/civicax/filebank/blobdload.aspx?blobid=20350

- **2017/2012 Huntington Beach Local Hazard Mitigation Plan Updates**
  Client Contact: Brevyn Mettler | Emergency Services Coordinator
- 714.374.1565 | bmettler@surfcity-hb.org
  Dates: May 2016–July 2017

As a subconsultant to PlaceWorks, Mr. Pfannenstiel updated the city's 2012 and 2017 LHMP. These updates included a review of city plans and policies, identification of facilities necessary to city operation, prioritization of hazards, preparation of hazard profiles that could impact the city, preparation of a risk assessment, and updated mitigation actions to reduce potential vulnerabilities in the future. The process included the facilitation of meetings with city department personnel and various stakeholders, and close coordination with city staff to ensure that the appropriate focus and direction were used to complete the document. In addition, an online public opinion survey was distributed to over 3,000 residents, stakeholders, and interested parties via a press release, direct correspondence, and the city's website. Final review of the plan by Cal OES and FEMA Region IX resulted in minimal comments and revisions. During the 2017 update, Aaron Pfannenstiel was also the assistant project manager for the city's comprehensive general plan update and was able to integrate these two plans in a meaningful way that further reinforces hazards policy and implementation throughout the city.

https://huntingtonbeachca.gov/announcements/attachments/Huntington_Beach_public_review_draft_LHMP.pdf

2018 Fullerton Local Hazard Mitigation Plan
Client Contact: **Heather Allen** | Planning Consultant (City of Fullerton)
714.738.6884 | HeatherA@ci.fullerton.ca.us
Dates: April 2018–Present

As a subconsultant to PlaceWorks, Mr. Pfannenstiel is updating the City of Fullerton Local Hazard Mitigation previously adopted in 2012. With an expired plan, the city is currently unable to secure hazard mitigation grants. Working with the city to update their plan to ensure future access to hazard mitigation funds, this process was initiated in April 2018 and is currently being reviewed by Cal OES staff and nearing transmittal to FEMA. Using this same process, the Atlas Planning team will be able to prepare the Costa Mesa plan in a similar time frame.

2018 Seal Beach Local Hazard Mitigation Plan
Client Contact: **Michael Henderson** | Operations Administrative Sergeant, Seal Beach Police Department
714.7994100 x1160 | mhenderson@sealbeachca.gov
Dates: March 2018–Present

As a subconsultant to PlaceWorks, Mr. Pfannenstiel is currently preparing Seal Beach's first Local Hazard Mitigation Plan that complies with the Disaster Mitigation Act of 2000 and provides access to grant funding sources like the Pre-disaster Mitigation Grant Program and Hazard Mitigation Grant Program. As part of the process, recommendations to the city for updating its General Plan Safety

- Element to align with recent updates to California Government Code requirements were provided ensuring greater consistency between the two projects. This plan was approved by FEMA in March
- 2019 and is awaiting adoption by City Council.

http://www.sealbeachca.gov/Portals/0/Documents/Seal%20Beach%20HMP-20181018_Public%20Review_wAppendices.pdf

Inyo County/ City of Bishop Multi-Jurisdictional Hazard Mitigation Plan
Client Contact: Kelley Williams | Assistant to the County Administrator
760-878-0292 | kwilliams@inyocounty.us
Dates: November 2016 -December 2017

Prior to Atlas Planning Solutions, Aaron Pfannenstiel managed the hazard mitigation planning process for Inyo County and the City of Bishop, which included the preparation of the LHMP, coordination of hazard mitigation planning team meetings, assistance with plan outreach and public hearings, and processing and coordination with Cal OES and FEMA as part of the approval process. In addition to identifying potential natural hazards based on historical events and the probability of future events, the plan discusses climate change considerations for each identified hazard. These discussions identify the likely long-term effect of climate change on increasing risks posed by natural hazards. These considerations provide the County (and the City of Bishop) with adequate information to develop effective policy for a changing climate, so that the County and the City can adapt to future climate conditions as they occur.

TO ENSURE THE CITY OF COSTA MESA IS GETTING THE BEST PLAN POSSIBLE, ATLAS PLANNING SOLUTIONS HAS TEAMED WITH THE FOLLOWING EXPERTS WITHIN THE PLANNING FIELD, CREATING A TEAM UNSURPASSED IN EXPERIENCE, CAPABILITIES, AND TECHNICAL SKILLS.

PUNCHARD CONSULTING

Punchard Consulting provides hazard mitigation and resiliency planning expertise to a broad range of public and private sector clients. We specialize in helping communities prepare for, recover from, and more successfully adapt to natural hazards through action-oriented planning and decision making. Our proven approach results in practical and impactful solutions to our clients' greatest risk and resilience challenges.

The company's founder and principal owner, Darrin Punchard, is an experienced planning and strategy consultant who has spent his career working with organizations and government agencies at all levels to prevent natural hazards from becoming disasters. For more than two decades of practice, Darrin has built a solid reputation based on his proven capability, dedication to the advancement of the hazard mitigation field, and true passion for his clients' success. He brings this passion to every project along with his expertise in urban and regional planning, emergency management, multi-hazard mitigation, and disaster recovery.

As a small and focused firm, Punchard Consulting is distinguished by its ability to provide advanced technical expertise and exceptional client service at rates that are consistent with the ideals of public service. Specializing in helping local governments apply for and maximize their participation in the Community Rating System (CRS), an incentive-based program that provides discounted flood insurance rates to property owners in return for community floodplain management activities.

Monterey County/Multi-Jurisdictional Hazard Mitigation Plan
Client Contact: Sherrie Collins | Emergency Services Manager, Office of Emergency Services
831.796.1901 | CollinsSL@co.monterey.ca.us
Dates: August 2013 – September 2014

Updated Monterey County's multi-jurisdictional hazard mitigation plan covering 12 municipalities. Tasks included updating all elements of the existing plan as required by FEMA, incorporating sea level rise as a new hazard, assessing the anticipated effects of climate change on all hazards, and integrating climate adaptation strategies into existing action plans. This project also served as a national pilot venture with the National Oceanic and Atmospheric Administration (NOAA) to showcase the application and value of its web-based Digital Coast platform in risk assessment, risk communication, and risk reduction through local hazard mitigation planning.

Punchard Consulting Representative Projects

- Broward County, FL
- Capitol Region Council of Governments, CT
- Catawba County, NC
- City of Charlotte/Mecklenburg County, NC
- City of Del Mar, CA
- City of Franklin, VA
- Cities of Pawtucket and Central Falls, RI
- City of Wilmington, DE
- Florida International University
- Galveston County, TX
- Harrison County, MS
- Houston-Galveston Area Council, TX
- Hyde County, NC
- Mohave County, AZ
- Monmouth County, NJ
-
- New Hanover County, NC
- Northern Virginia Regional Commission, VA
- Ray County, MO
- South Central Regional Council of Governments, CT
- Southampton County, VA
- Southside Hampton Roads Region, VA
- State of Connecticut
- State of Delaware
- State of Florida
- State of Massachusetts
- State of North Carolina
- State of South Carolina
- Sussex County, DE
- Texas Colorado River Floodplain Coalition, TX
- Town of Fairhaven, MA
- Union County, NC

NEXUS PLANNING & RESEARCH

NEXUS PLANNING & RESEARCH
Nexus Planning & Research is a California corporation specializing in land use, climate change, and historic resource planning. We provide services throughout California with emphasis on ports, harbors, and local jurisdictions in the coastal zone. Our team is comprised of architects, planners, economists, and policy researchers.

LONG RANGE PLANNING EXPERIENCE

The Nexus team is currently leading three long-range planning efforts for the Port of San Diego, including the first comprehensive update to the Port's Master Plan and the San Diego Ocean Planning Partnership, the first marine spatial planning pilot project in Southern California. Responsibilities include project management, development of policies and standards, spatial analyses and cartography.

- **San Diego Unified Port District, Port Master Plan Update, San Diego, CA (2015 – Present)**
- **San Diego Unified Port District, San Diego Ocean Planning Partnership, San Diego, CA (2017 – 2018)**

CLIMATE CHANGE PLANNING AND ADAPTATION EXPERIENCE

The Nexus team in leading, or has led, sea level rise adaptation efforts or strategic climate planning for federal and local agencies, non-profits, and private industry. Responsibilities include performing adaptation planning, including development of adaptation strategies, cost-benefit analyses, and providing technical support in the form of Geographic Information Systems analyses and mapping.

- **City of Irvine Local Hazard Mitigation Plan (2019-Present) –** currently assisting Atlas Planning Solutions with this effort.
- **San Diego Unified Port District, Sea Level Rise Vulnerability Assessment, San Diego, CA (2016 – Present)**
- **National Oceanic and Atmospheric Administration, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, (2016 – 2017)**
- **Balboa Park Cultural Partnership, Sustainability Strategic Plan and Advisement, San Diego, CA (2014 – 2018)**
- **City of Encinitas, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2017**
- **City of Carlsbad, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2016 - 2017**
- **City of Del Mar, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2016 – 2017**
- **Jackson Family Wines, Carbon Reduction and Climate Adaptation Plan, Sonoma, California (2012 – 2015)**
- **San Luis Obispo Air Pollution Control District Regional GHG Reduction Plan, San Luis Obispo, CA (2011-2013)**
- **City of San Diego Climate Action Plan, San Diego, CA (2012 – 2014)**
- **City of San Clemente Climate Action Plan, San Clemente, California (2012 – 2013)**

KEY PERSONNEL

The Atlas Planning team is composed of the following key members. The creation of this team provides a significant amount of experience and management capability, ensuring that the City of Costa Mesa receives the highest quality service available:

- Aaron Pfannenstiel – Project Manager (Primary Point of Contact)
- Dennis Larson – Principal Analyst – Risk Assessment
- Suzanne Murray – Technical Writer/Editor
- Darrin Punchard – Quality Control/Quality Assurance (FEMA Compliance)

RESUMES PROVIDED IN APPENDIX A

COST PROPOSAL

The Atlas Planning team proposes the following budget for the preparation of the City of Costa Mesa LHMP. All overhead and reimbursable costs have been incorporated into the billing rates used in this fee. If modifications to the scope of work are desired, this fee can be changed to reflect these scope changes.

Costa Mesa LHMP Budget						
	Task Name	Pfannenstiel	Punchard	Larson	Murray	Total Fees
		$175	$150	$175	$110	
Task 1. LHMP Planning/Development Process						
1.1	Project Kick-Off Meeting and Research	8	4	8	8	$ 4,280
1.2	Hazard Mitigation Planning Team Meetings	32			32	$ 9,120
1.3	Public Meetings	24			24	$ 6,840
1.4	Community Engagement/Outreach Content	2	2		16	$ 2,410
Task 2. Hazard Assessment (Hazard Identification, Hazard Prioritization, and Hazard Mapping)						
2.1	Hazard Identification and Profiles	8	2	8	16	$ 4,860
2.2	Prioritize Hazards	4			8	$ 1,580
2.3	Hazard Mapping					$ -
a	Critical Facilities Inventory	4		12	4	$ 3,240
b	GIS Mapping and Analysis	8		20	4	$ 5,340
Task 3. Vulnerability Assessment						
3.1	Hazard Vulnerability Assessment					$ -
a	Potential Loss Estimation	8		24	12	$ 6,920
b	Analyze Development Trends	8		12	8	$ 4,380
c	Social Vulnerability Analysis	8		24	8	$ 6,480
3.2	Capabilities Assessment	4	8		16	$ 3,660
Task 4. Hazard Mitigation Strategy						
4.1	Develop Hazard Mitigation Goals	4	2		8	$ 1,880
4.2	Develop, Evaluate, and Prioritize Hazard Mitigation Actions	16	4		20	$ 5,600
4.3	Mitigation Actions Implementation Plan	8	4		20	$ 4,200
Task 5. Hazard Mitigation Plan Maintenance Process						
5.1	Monitoring and Implementation Chapter Development	8	4		24	$ 4,640
Task 6. Plan Compilation						
6.1	Public Review Draft Hazard Mitigation Plan	8	4	4	16	$ 4,460
6.2	Cal OES/FEMA Draft Hazard Mitigation Plan	4	2	4	8	$ 2,580
6.3	Final Adoption Hazard Mitigation Plan	8			8	$ 2,280
Grand Total						**$84,750**
	Optional Tasks					
7.1	Project Contingency	40		40	40	$ 18,400
7.2	General Plan Safety Element Assistance	24			24	$ 6,840
7.3	Emergency Operations Plan Assistance	16			24	$ 5,440
7.4	Emergency Evacuation Planning Assistance	16		16		$ 5,600
Optional Task Total						**$36,280**

FINANCIAL CAPACITY

Atlas Planning Solutions would be happy to provide Financial disclosures and statements upon award of contract. Since this proposal would become part of the public record, Atlas Planning Solutions prefers to keep this information confidential. Atlas Planning Solutions is not party to any administrative proceedings, claims, lawsuits, or exposures that would impact our professional and fiduciary responsibility to complete this project for the City of Costa Mesa.

PROFESSIONAL AGREEMENT COMMENTS

The following are requested revisions to the Costa Mesa Sample Professional Agreement

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement, as outlined in Exhibit A. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect

APPENDIX A – VENDOR APPLICATION FORMS

VENDOR APPLICATION FORM
FOR
RFP NO. 20-02
LOCAL HAZARD MITIGATION PLAN

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Atlas Planning Solutions

Contact Person for Agreement: Aaron Pfannenstiel

Corporate Mailing Address: 6578 Barranca Drive

City, State and Zip Code: Riverside, CA 92506

E-Mail Address: aaron@atlasplanning.org

Phone: 951-444-9379 Fax: _____

Contact Person for Proposals: Aaron Pfannenstiel

Title: Principal E-Mail Address: aaron@atlasplanning.org

Business Telephone: 951-444-9379 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Suzanne Murray	Principal	951-444-9379
Aaron Pfannenstiel	Principal	951-444-9379

Federal Tax Identification Number: 83-2907286

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 20-02 LOCAL HAZARD MITIGATION PLAN** at any time after **October 9, 2019.**

_____ **Date:** November 12, 2019

Signature

Aaron Pfannenstiel

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **October 9, 2019** with a City Councilmember concerning **RFP No. 20-02 LOCAL HAZARD MITIGATION PLAN**. A copy of all such communications is attached to this form for public distribution.

_____ **Date:** _____

Signature

_____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

In the past 12 months Suzanne Murray (Principal) has been employed by Jurupa Valley Unified School District as an English Teacher.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Atlas Planning Solutions

Company Legal Status (corporation, partnership, sole proprietor etc.): California S-Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 6578 Barranca Drive, Riverside, CA 92506

Website Address: www.atlasplanning.org

Telephone Number: 951-444-9379 Facsimile Number: _____
Email Address: aaron@atlasplanning.org

Length of time the firm has been in business: 11 months Length of time at current location: 11 months
Is your firm a sole proprietorship doing business under a different name: _____ Yes X No
If yes, please indicate sole proprietor's name and the name you are doing business under:

_____

Is your firm incorporated: X Yes _____ No If yes, State of Incorporation: _____
Federal Taxpayer ID Number:
83-2907286

Regular business hours: Monday through Friday (8:00 am - 5:00 pm)
Regular holidays and hours when business is closed:
Atlas Planning Solutions observes all typical Federal Holidays

Contact person in reference to this solicitation:
Aaron Pfannenstiel, Principal

Telephone Number: 951-444-9379 Facsimile Number: _____

Email Address: aaron@atlasplanning.org

Contact person for accounts payable:
Aaron Pfannenstiel, Principal

Telephone Number: 951-444-9379 Facsimile Number: _____

Email Address: aaron@atlasplanning.org

Name of Project Manager: Aaron Pfannenstiel, Principal

Telephone Number: 951-444-9379 Facsimile Number: _____

Email Address: aaron@atlasplanning.org

COMPANY PROFILE & REFERENCES
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Laguna Beach Telephone Number: 949-497-0389

Contact Name: Jordan Villwock Contract Amount: $93,000

Email: jvillwock@lagunabeachcity.net

Address: 505 Forest Ave, Laguna Beach, CA 92651

Brief Contract Description: Preparation of LHMP, General Plan Safety Element content, and EOP content

Company Name: City of Huntington Beach Telephone Number: 714-374-1565

Contact Name: Brevyn Mettler Contract Amount: $50,000

Address: 2000 Main St, Huntington Beach, CA 92648

Email: brevyn.mettler@surfcity-hb.com

Brief Contract Description: Preparation of the 2012 and 2017 LHMPs

Company Name: City of Irvine Telephone Number: 949-724-7235

Contact Name: Robert Simmons Contract Amount: $75,000

Email: rsimmons@cityofirvine.org

Address: 1 Civic Center Plaza, Irvine, CA 92606

Brief Contract Description: Preparation of LHMP and EOP Support

Company Name: City of Colton Telephone Number: 909-799-2860

Contact Name: Shannon Kendall Contract Amount: $113,000

Address: 303 East E Street, Colton, CA 92324

Email: skendall@lomalinda-ca.gov

Brief Contract Description: Preparation of LHMP and General Plan Safety Element update

Company Name: City of La Palma Telephone Number: 714-690-3382

Contact Name: Capt. Ron Wilkerson Contract Amount: $69,000

Email: rwilkerson@cityoflapalma.org

Address: 7822 Walker St, La Palma, CA 90623

Brief Contract Description: Preparation of LHMP

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

951-444-9379

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

November 12, 2019

Date

APPENDIX B - RESUMES

AARON PFANNENSTIEL, AICP

Principal

Years of Experience: 18

Degrees

M.U.R.P., 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona

B.A., 2001, Environmental Studies, University of California at Santa Barbara

B.S., 2001, Geological Sciences, University of California at Santa Barbara

Professional Affiliations

American Institute of Certified Planners (AICP), California, 021026

American Planning Association (APA), California, 155482

Natural Hazards Mitigation Association (NHMA)

California Emergency Services Association

Professional Certifications

American Institute of Certified Planners, 2006, 021026

LEED Accredited Professional, 2006

PROJECT MANAGER | HAZARD MITIGATION PLANNER | RESILIENCY PLANNER

Aaron has 18 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. He has also trained hundreds of students, planners, and other professionals in these topics over the past decade.

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

RELEVANT AND CURRENT EXPERIENCE

Local Hazard Mitigation Plans/Updates
Assisting the following communities with preparation/updates to their Local Hazard Mitigation Plans:

City of Laguna Beach, Local Hazard Mitigation Plan, Project Manager.
City of Redondo Beach, Local Hazard Mitigation Plan, Project Manager.
City of Seal Beach, Local Hazard Mitigation Plan, Project Manager.
City of Fullerton, Local Hazard Mitigation Plan Update, Project Manager.
City Colton, Local Hazard Mitigation Plan Update, Project Manager.

Town of Mammoth Lakes, Resilient Mammoth Lakes
Currently assisting the Town of Mammoth Lakes with a climate adaptation and resiliency focused update to their General Plan, which includes a focused update of the Safety Element and Housing Element to comply with updates to the California Government Code.

WRCOG/SBCTA, Climate Adaptation and Resiliency Toolkit
Currently assisting the Western Riverside Council of Governments and the

PHONE:
951-444-9379

WEBSITE:
www.atlasplanning.org

EMAIL:
aaron@atlasplanning.org

San Bernardino County Transportation Authority with the preparation of a Climate Adaptation and Resiliency Toolkit. This toolkit includes the preparation of a climate adaptation vulnerability assessment in conformance with the California Adaptation Planning Guidebook, an Evacuation Network Analysis using climate change/adaptation datasets to project future evacuation vulnerabilities, and guidance for over 40 local agencies to better understand and integrate climate adaptation and resiliency into their local planning and policy frameworks through their General Plan Safety Elements.

Work Completed prior to Atlas Planning Solutions

Comprehensive Planning

General Plan Safety Element Updates
Assisted the following communities, with Safety Element updates in conformance with California Government Code Section 65302 (g):

- **City of South Gate, Safety Element Update and Local Hazard Mitigation Plan*, Project Manager.**
- **City of Lynwood, Health and Safety Element Update.** (Subconsultant to Raimi + Associates)
- **City of Palm Desert General Plan Update*, Project Manager.** (Subconsultant to Raimi + Associates, preparing Safety Element and Program EIR)
- **City of Maricopa, Safety Element Update and Local Hazard Mitigation Plan Annex*, Project Manager.**
- **City of Laguna Woods, Safety Element Update*, Assistant Project Manager.**
- **City of Camarillo, General Plan Safety Element, Assistant Project Manager.**
- **City of Saratoga, General Plan Safety Element*, Project Manager.**
- **City of Wasco, General Plan Safety Element Update, Project Manager.**
- **City of Glendora, General Plan Update, Primary Safety Element Author.**

* Includes the preparation of necessary CEQA documentation.

Hazard Mitigation and Emergency Management Planning

Community Planning Assistance for Wildfires (CPAW), Wenatchee, WA, Project Manager. As part of a consultant team, Mr. Pfannenstiel assisted the City of Wenatchee, WA address wildfire issues within the community's planning and regulatory framework.

Local Hazard Mitigation Plans/Updates
Assisted the following communities with preparation/updates to their Local Hazard Mitigation Plans:

- **City of Needles, Hazard Mitigation Plan Annex Update, Project Manager.**
- **City of Huntington Beach, Hazard Mitigation Plan Update, Project Manager.**
- **City of Capitola, Hazard Mitigation Plan, Project Manager.**
- **City of Duarte, Local Hazard Mitigation Plan.**
- **City of San Luis Obispo, Local Hazard Mitigation Plan Update, QA/QC.**
- **City of Westminster, Local Hazard Mitigation Plan, Project Manager.**
- **City of South Gate, Local Hazard Mitigation Plan Update, Project Manager.**
- **City of Culver City, Multi-Jurisdictional Hazard Mitigation Plan Update, Technical Advisor.**
- **City of Santa Rosa, Local Hazard Mitigation Plan Update, Project Manager.**
- **City of Torrance, Local Hazard Mitigation Plan Update, Project Manager.**
- **County of Inyo, Multi-Jurisdictional Hazard Mitigation Plan Update, Project Manager.**
- **Town of Windsor, Local Hazard Mitigation Plan Update, Project Manager.**

SUZANNE MURRAY

Principal, CEO

Years of Experience: 14

Degrees

M.A., 2008, English, National University, La Jolla, CA

B.A., 2004, English, University of California Riverside

A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, Arizona

Professional Affiliations

United States Army Reserve

Professional Certifications

Education Specialist (Special Educator)

Secondary English Credential

PHONE:
951-444-9379

WEBSITE:
www.atlasplanning.org

EMAIL:
suzanne@atlasplanning.org

TECHNICAL EDITOR, WRITER | RESEARCHER | ANALYST

Mrs. Murray has authored many classified government documents over the course of a 14-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan, Iran, Syria and Iraq, and North Korean cyber terrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

RELEVANT AND CURRENT EXPERIENCE

United States Army Reserve, Human Intelligence Collector
2004- Present
Staff Sergeant with 3 overseas deployment experiences as an Intelligence Collector and Analyst. Report writing included Intelligence Information Reports and White Papers involving information aimed at piecing together information for various intelligence gaps. IIRs and White Papers required investigation, interviewing and research prior to publication into the intelligence community.

Jurupa Unified School District, Special Education Teacher
2016 – present
Secondary English teacher, Resource Specialist and Special Day Class Teacher. Primary work with students with learning disabilities and who struggle with reading. Intense focus on reading intervention.

SAIC
2012–2013
Conducted research on different cases for detained personnel within the Detention Facility in Parwan, Bagram, Afghanistan. Information gathered was analyzed into report format and delivered via oral examination to a panel of field grade military officers in order to translate classified information into usable unclassified information. This data was used to determine if a detainee's intelligence reporting was attributable to him for use in an Afghan court of law.

NEXUS
PLANNING & RESEARCH

427 C Street, Suite 212
San Diego, CA 92101

Dennis Larson, Principal
Nexus Planning & Research

EDUCATION

M.A. in Economics, San Diego State University, San Diego, CA (2003)
B.A. in Geography, San Diego State University, San Diego, CA (2001)

A planner and economist for over 16 years, Mr. Larson is experienced in providing solutions to complex project and program issues surrounding land use planning, land use development, and climate vulnerability, including sea level rise. A self-described "generalist", he brings a unique skill set to all Nexus project combining knowledge of planning principles and policies with strong quantitative analytical abilities results in a finely-tuned, balanced approach to land use planning and climate change assessments.

EXPERIENCE

LONG RANGE PLANNING

Mr. Larson is currently leading three long-range planning efforts for the Port of San Diego, including the first comprehensive update to the Port's Master Plan and the San Diego Ocean Planning Partnership, the first marine spatial planning pilot project in Southern California. Responsibilities include project management, development of policies and standards, spatial analyses and cartography.

- **San Diego Unified Port District, Port Master Plan Update, San Diego, CA (2015 – Present)**
- **San Diego Unified Port District, San Diego Ocean Planning Partnership, San Diego, CA (2017 – 2018)**
- **San Diego Unified Port District, Sea Level Rise Vulnerability Assessment, San Diego, CA (2016 – Present)**

CLIMATE CHANGE PLANNING AND ADAPTATION

Mr. Larson is leading, or has led, sea level rise adaptation efforts or strategic climate planning for federal and local agencies, non-profits, and private industry. Responsibilities include performing adaptation planning, including development of adaptation strategies, cost-benefit analyses, and providing technical support in the form of Geographic Information Systems analyses and mapping.

- **National Oceanic and Atmospheric Administration, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, (2016 – 2017)**
- **Balboa Park Cultural Partnership, Sustainability Strategic Plan, San Diego, CA (2014 – 2018)**
- **City of Encinitas, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2017**
- **City of Carlsbad, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2016 - 2017**
- **City of Del Mar, Sea Level Rise Adaptation Strategies and Cost-Benefit Analysis, 2016 – 2017**
- **Jackson Family Wines, Carbon Reduction and Climate Adaptation Plan, Sonoma, California (2012 – 2015)**
- **San Luis Obispo Air Pollution Control District Regional GHG Reduction Plan, San Luis Obispo, CA (2011-2013)**
- **City of San Diego Climate Action Plan, San Diego, CA (2012 – 2014)**
- **City of San Clemente Climate Action Plan, San Clemente, California (2012 – 2013)**

PUNCHARD CONSULTING

Darrin R. Punchard, AICP, CFM

Principal

E: darrin@punchardconsulting.com
M: 617.777.2001

Location
Boston, MA

Years of Experience
22

Specializations

- Hazard mitigation planning & implementation
- Risk assessment & communication
- Coastal & floodplain management
- Long-term disaster recovery & redevelopment
- Climate adaptation planning
- Community Rating System (CRS) optimization
- Integration of hazard mitigation, climate adaptation, land use planning, and emergency management

Education

- MA, Urban and Regional Planning, University of Florida
- BA, Marine Affairs, University of Rhode Island

License/Registration

- American Institute of Certified Planners (AICP)
- Certified Floodplain Manager (CFM)
- Certified Municipal Vulnerability Preparedness (MVP) Provider – MA
- FEMA Hazus Trained Professional

Memberships

- American Planning Association (APA)
- Association of State Floodplain Managers (ASFPM)
- Natural Hazard Mitigation Association (NHMA)

Summary

Darrin Punchard is an urban planning and resilience strategy consultant who has spent his career working with states and local communities to prevent natural hazards from becoming disasters. He has more than two decades of experience in hazard mitigation planning with specialized expertise in risk assessment, risk communication, benefit-cost analysis, and the development of actionable strategies for risk reduction. He prepared some of the nation's first federally-approved hazard mitigation plans and to date has assisted more than 500 jurisdictions in similar planning efforts. Darrin also served as the lead consultant to FEMA on the development of the *Local Mitigation Planning Handbook*, the official guide for preparing local hazard mitigation plans in compliance with current federal regulations.

Relevant Project Experience

Local Hazard Mitigation Planning – Nationwide
Project manager and/or lead planner responsible for all tasks required in the preparation of more than 50 FEMA-approved hazard mitigation plans. This includes working with more than 500 communities across the US on all aspects of plan development. Proven track record of gaining FEMA approval with no requested revisions upon initial plan review. Complete client/project listing available upon request.

Local Hazard Mitigation Plan, Monterey County, CA
Lead consultant for updating Monterey County's multi-jurisdictional hazard mitigation plan covering 12 municipalities. Tasks included updating all elements of the existing plan as required by FEMA, incorporating sea level rise as a new hazard, assessing the anticipated effects of climate change on all hazards, and integrating climate adaptation strategies into existing action plans. This project also served as a national pilot venture with the National Oceanic and Atmospheric Administration (NOAA) to showcase the application and value of its web-based *Digital Coast* platform in risk assessment, risk communication, and risk reduction through local hazard mitigation planning.

Local Hazard Mitigation Plan, Town of Fairhaven, MA
Lead consultant for the development of a new hazard mitigation plan for the Town of Fairhaven. The plan includes a detailed assessment of all natural hazard threats, including future climate-related vulnerabilities, and identifies a prioritized listing of practical and actionable risk reduction strategies for the Town to pursue. The plan was quickly approved by FEMA on its first review to be in full compliance with all federal planning requirements and it was designed to maximize credit points for floodplain management planning under FEMA's Community Rating System (CRS).

Flood Mitigation Plan, City of Del Mar, CA
Project manager for the development of a GIS-based flood hazard vulnerability assessment and mitigation action plan for the City of Del Mar, Tasks included the identification and analysis of riverine and coastal flooding, dam failure, and tsunami hazards. Field work included the evaluation of existing flood protection measures as well as identified repetitive loss properties using FEMA's National Flood Mitigation Data Collection Tool (NT). Upon completion plan included a prioritized listing of mitigation measures for the City to undertake in reducing its long-term risk to potential flood hazards.

Multi-jurisdictional Hazard Mitigation Plan Update for Mecklenburg County, NC
Project manager for the comprehensive update to the City of Charlotte and Mecklenburg County's multi-jurisdictional hazard mitigation plan. The plan was updated to maintain FEMA compliance for the City, County and six participating towns under the federal Stafford Act. The plan update process was specifically designed to maximize potential credit points for participating local jurisdictions under FEMA's CRS program.

Risk MAP Production & Technical Services, Federal Emergency Management Agency
Served as national subject matter expert for risk assessment and mitigation planning support services to FEMA Headquarters and Regional staff (including Region IX in California). Tasks included leading the development of technical guidance, publications, and training for both developers and reviewers of FEMA-approved hazard mitigation plans, including the following:

- *Local Mitigation Planning Handbook*
- *Local Mitigation Plan Review Guide*
- *Integrating Hazard Mitigation into Local Planning: Case Studies and Tools for Community Officials*

Multi-jurisdictional Hazard Mitigation Plan, City of Pawtucket and Central Falls, RI
Lead consultant for the development of a new hazard mitigation plan for the cities of Pawtucket and Central Falls. The plan includes a comprehensive assessment of all natural hazards, including future climate-related vulnerabilities, as well as the identification of actionable mitigation or adaptation strategies. The plan was developed in full compliance with current state and federal requirements and is the first multi-jurisdictional plan in the state of Rhode Island.

Multi-jurisdictional Hazard Mitigation Plan for South Central Region Council of Governments, Connecticut
Lead planner in support of updating a regional hazard mitigation plan in compliance with FEMA planning requirements. The planning process included 14 municipalities in Connecticut's densely populated South Central Region and was managed in close coordination with the State's second largest regional planning organization.

Multi-jurisdictional Hazard Mitigation Plan Update, Catawba County, North Carolina
Project manager for the comprehensive update to Catawba County's Multi-jurisdictional Hazard Mitigation Plan. The plan was updated to maintain FEMA compliance for Catawba County and its eight municipalities under the federal Stafford Act. The plan update also sought to address the long-term implications of climate change through community mitigation and adaptation strategies.

Community Engagement and Risk Communication, Federal Emergency Management Agency
Providing a range of technical and advisory services to FEMA request. Tasks include assisting in the development of guidance and training to support hazard mitigation planning, conducting reviews of mitigation plans submitted for federal approval, and preparing hazard-specific publications to help advance risk communication and risk reduction efforts nationwide.

Integrating Climate Change into Hazard Mitigation Planning, Natural Resources Defense Council
Lead consultant to NRDC to support the development of recommendations to assess and mitigate the projected impacts of climate change on natural hazard risks through state hazard mitigation planning, mitigation grant programs, and other state-level policies or procedures. The goal of this project was to develop specific methods to translate climate projections into actionable and effective hazard mitigation strategies that account for both current and future conditions.

Resilience Content for the Comprehensive Plan for the National Capital, Washington DC
Lead consultant for the creation of new resilience content for the District of Columbia's Comprehensive Plan, a legislatively-adopted 20-year policy document which provides the vision and framework for the future land use planning and development of the nation's capital.

EXHIBIT C

FEMA'S STANDARD MITIGATION GRANT PROGRAM (HMGP) CONDITIONS

U.S. Department of Homeland Security
Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

June 20, 2019

Mr. Mark Ghilarducci
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Reference: Application Approval, HMGP #4344-105-118P
City of Costa Mesa, Local Hazard Mitigation Plan
Supplement #26

Dear Mr. Ghilarducci:

We have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the above-referenced Local Hazard Mitigation Plan HMGP #4344-105-118P.

The total eligible cost is $199,987.00. As shown in the enclosed Supplement #26 Obligation Report, we have obligated $149,990.25 federal share reimbursement of eligible costs. These funds are now available in Smartlink for eligible disbursements, and this approval is based on the following:

1. These funds are obligated based on the City of Costa Mesa's scope of work (SOW).

2. The award of funds is subject to the enclosed Standard Hazard Mitigation Grant Program Conditions, August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

3. The project schedule in the application identified that all work will be completed in 36 months or by June 20, 2022. Please be advised that all federal funds may be de-obligated for work that is not completed within schedule, and for which no extension is approved.

4. In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

If you have any questions or need further assistance, please contact Linda Ortiz, Hazard Mitigation Assistance Specialist, at (510) 627-7096.

Sincerely,

Juliette Hayes
Director
Mitigation Division
FEMA Region IX

Enclosures (3):

Supplement #26
Project Management Report
Standard HMGP Conditions

cc: Monika Saputra, Cal OES
Robin Shepard, Cal OES

06/20/2019
17:24

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4344	118-P	0	105	1	26	CA	Statewide

Sub-Recipient: Costa Mesa
Sub-Recipient FIPS Code: 059-16532

Project Title : 7% City of Costa Mesa Hazard Mitigation Plan

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$149,990.25	$149,990.25	$0.00	$0.00

Project Amount	Subrecipient Management cost amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$149,990.25	$0.00	$149,990.25	06/20/2019	Accept	2019

Comments

Date: 06/20/2019 User Id: KMOJICA

Comment: Approved

Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 06/20/2019

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 06/20/2019

Authorizing Official Signature	Authorizing Official Title	Authorization Date
[signature]	Director, Mitigation Branch	06/20/19

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4344	118-P	0	105	CA	Statewide

Sub-Recipient: Costa Mesa
FIPS Code: 059-16532

Project Title : 7% City of Costa Mesa Hazard Mitigation Plan

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : 7% City of Costa Mesa Hazard Mitigation Plan

Recipient : Statewide

Sub-Recipient : Costa Mesa

Recipient County Name : Orange

Sub-Recipient County Name : Orange

Recipient County Code : 59

Sub-Recipient County Code : 59

Recipient Place Name : Costa Mesa

Sub-Recipient Place Name : Costa Mesa

Recipient Place Code : 0

Sub-Recipient Place Code : 16532

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date
0	Solicit for a HMGP Consultant via RFP	4 Months	00/00/0000	00/00/0000
0	Solicit membership in Costa Mesa HMP Working Gro	3 Months	00/00/0000	00/00/0000
0	Solicit stakeholder participation in the HMP	2 Months	00/00/0000	00/00/0000
0	Develop a planning process for hazard identification a	6 Months	00/00/0000	00/00/0000
0	Develop mitigation strategy with HMP core team and	3 Months	00/00/0000	00/00/0000
0	Complete the HMP Draft	2 Months	00/00/0000	00/00/0000
0	Review and revise HMP Draft	1 Month	00/00/0000	00/00/0000
0	Solicit input from the community at Town Hall meetin	1 Month	00/00/0000	00/00/0000
0	Post approved and adopted on Costa Mesa website a	1 Month	00/00/0000	00/00/0000
0	Develop HMP maintenance program and schedule fo	2 Months	00/00/0000	00/00/0000
0	Cal OES/FEMA Review/Revisions	6 Months	00/00/0000	00/00/0000
0	Local Plan Adoptions	2 Months	00/00/0000	00/00/0000
0	Grant Closeout	3 Months	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
$199,987	75.000000000	$149,990	25.00000000	49997

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
16	A	06/19/2019	06/19/2019	2019	2793461	5	$149,990.25		$1,241,635.42
						Total	$149,990.25	$0.00	$149,990.25

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4344	118 -P	0	105	CA	Statewide

Sub-Recipient: Costa Mesa
FIPS Code: 059-16532

Project Title : 7% City of Costa Mesa Hazard Mitigation Plan

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend. Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	06/20/2019	06/20/2019	2019	2876662	0	26	$149,990.25	0.00	$149,990.25
							Total	$149,990.25	$0.00	$149,990.25

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 302.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

EXHIBIT D

CITY COUNCIL POLICY 100-5

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.