



Agenda Item No: 3.e

Meeting Date: August 1, 2016

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

Prepared by: Christopher Gray, Fire Chief

City Manager Approval: _____

TOPIC: Local Hazard Mitigation Plan

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FOSTER MORRISON CONSULTING, LTD IN AN AMOUNT NOT TO EXCEED \$48,290.00 FOR CONSULTING SERVICES IN CREATING A FEMA APPROVED LOCAL HAZARD MITIGATION PLAN.

BACKGROUND:

The Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans in order to minimize property damage and the risk to public health and safety that might otherwise result from the effects of a natural or human-made disaster. A Federal Emergency Management Agency ("FEMA") approved plan makes the City eligible for FEMA Pre-Disaster Mitigation and Hazard Mitigation Grant programs. The Plan assesses risk and vulnerabilities and identifies and prioritizes mitigation projects. FEMA requires the plan to be updated every five years to maintain eligibility for grants.

The City has been notified by the Cal OES (Governor's Office of Emergency Services) that FEMA has approved the City's application for a sub-grant under the FY 2015 Pre-Disaster Mitigation Competitive Grant Program (Attachment 1). The City has not had a FEMA approved/locally adopted Hazard Mitigation Plan and thus has never been eligible to apply for any FEMA funding to support City Hazard Mitigation projects. On April 4th, 2016 the City Council approved to move forward in accepting these funds (Resolution 14095).

FOR CITY CLERK ONLY

File No.: 4-3-622 x 13-11

Council Meeting: 08/01/2016

Disposition: Resolution 14166

FISCAL IMPACT:

The grant award expenditures and revenues will be assigned to the Fire Department's Emergency Services FY 2016/17 fund during the final budget process. The remaining 25% City match will be met by currently budgeted City staff personnel time contributions to the FEMA approved Local Hazard Mitigation Plan (LHMP) in FY 2016/17. There will be no general fund impact.

Once the plan is approved by Cal OES and FEMA and adopted locally, the City will become eligible to apply for future hazard mitigation funds through FEMA. Sub-grantees are required to submit progress reports to Cal OES on a quarterly basis until the end of the approved performance period of the grant. Once FEMA approves the total eligible activity costs and obligates funding, CAL OES can process reimbursement requests for eligible activities. Payments are made on a reimbursement basis and no funds will be disbursed for activities that are not consistent with the proposed scope of work.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution accepting a proposal from Foster Morrison Consulting LTD and authorizing the City Manager to enter into a professional services agreement with Foster Morrison Consulting LTD in an amount not to exceed \$48,290.00.
2. Do not accept the proposal from Foster Morrison Consulting LTD and direct staff to reissue the RFP.
3. Do not accept the proposal from Foster Morrison Consulting LTD and direct staff to stop work on this project.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the resolution.

ATTACHMENTS:

1. Resolution
2. Agreement with Exhibit A- Cost Proposal
3. RFP

RESOLUTION NO. 14166

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FOSTER MORRISON CONSULTING, LTD FOR HAZARD MITIGATION CONSULTING SERVICES

WHEREAS, the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans in order to minimize property damage and the risk to public health and safety of a natural or man-made disaster. A Federal Emergency Management Agency (FEMA)-approved plan makes the CITY eligible for FEMA Pre-Disaster Mitigation and Hazard Mitigation Grant programs. The plan assesses risk and vulnerabilities and identifies and prioritizes mitigation projects. FEMA requires the plan to be updated every five years to maintain eligibility for grants; and

WHEREAS, on April 4, 2016 the City Council accepted a staff report regarding the acceptance of a grant award, and on May 2, 2016 the City issued a Request for Proposals for hazard mitigation consulting services; and

WHEREAS, FOSTER MORRISON CONSULTING, LTD is qualified to produce a California Office of Emergency Services (CALOES)/FEMA-approved plan for the City; and

WHEREAS, there are sufficient funds in the Fire Department program budget to support the proposed contract, not to exceed \$48,290.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby authorize the City Manager to execute, on behalf of the City of San Rafael, a Professional Services Agreement, in the form attached hereto, with FOSTER MORRISON CONSULTING, LTD for hazard mitigation consulting services.

I, ESTHER BEIRNE, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 1st day of August, 2016 by the following vote, to wit:

AYES:	COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None



ESTHER C. BEIRNE, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR HAZARD MITIGATION CONSULTING SERVICES**

This Agreement is made and entered into this 1st day of August, 2016 by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and FOSTER MORRISON CONSULTING, LTD, a limited liability company authorized to do business in California (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans in order to minimize property damage and the risk to public health and safety of a natural or man-made disaster. A Federal Emergency Management Agency (FEMA)-approved plan makes the **CITY** eligible for FEMA Pre-Disaster Mitigation and Hazard Mitigation Grant programs. The plan assesses risk and vulnerabilities and identifies and prioritizes mitigation projects. FEMA requires the plan to be updated every five years to maintain eligibility for grants;

WHEREAS, CONTRACTOR is qualified to produce a California Office of Emergency Services (CALOES)/FEMA-approved plan for the City;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Emergency Management Coordinator is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. JEANINE FOSTER is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as detailed in the "City of



San Rafael LHMP: Project Understanding, Approach, and Scope of Services” included in CONTRACTOR’s Proposal dated June 1, 2016, attached hereto as Exhibit “A” and incorporated herein by reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as detailed in the “City of San Rafael LHMP: Project Understanding, Approach, and Scope of Services” included in Exhibit “A” hereto.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as detailed in Table 3 of the “City of San Rafael LHMP: Project Understanding, Approach, and Scope of Services” included in Exhibit “A” hereto, with the total compensation hereunder not to exceed Forty-eight Thousand Two Hundred Ninety Dollars (\$48,290.00), including all fees and expenses.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate on December 31, 2017. Upon mutual agreement of the parties, and subject to the approval of the City Manager, the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONTRACTOR** and **CITY** against all liability for injuries to **CONTRACTOR's** officers and employees. **CONTRACTOR'S** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation

against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds (for ongoing operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. The insurance policies shall be specifically endorsed to provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to the **PROJECT MANAGER**.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT**

MANAGER and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) **Certificates of Insurance** evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the **City Indemnitees** from and against any **CLAIMS** that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONTRACTOR** in the performance of its duties and obligations under this

Agreement or its failure to comply with any of its obligations contained in this Agreement, except such CLAIM which is caused by the sole negligence or willful misconduct of **CITY**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

John Bruckbauer
City of San Rafael Fire Department
1039 C Street
San Rafael, CA 94901

TO **CONTRACTOR**'s Project Director:

Jeanine Foster
Foster Morrison Consulting
5628 West Long Place
Littleton, CO 80123

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The

subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

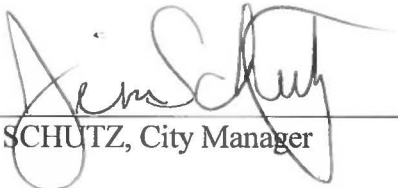
CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW.

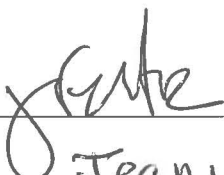
The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL


JIM SCHUTZ, City Manager

CONTRACTOR

By: 
Name: Jeanine Foster
Title: Principal

ATTEST:


ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

Lisa A. Goldstein for RFE
ROBERT F. EPSTEIN, City Attorney

June 1, 2016

City of San Rafael Emergency Management Coordinator
Attention: John Bruckbauer

Re: Proposal for City of San Rafael Local Hazard Mitigation Consulting Services

Mr. Bruckbauer:

Foster Morrison Consulting, Ltd. (Foster Morrison) is pleased to submit this scope of services, cost proposal, and statement of qualifications for the City of San Rafael Local Hazard Mitigation Plan (LHMP). The Foster Morrison team brings a unique understanding of the mitigation planning needs of the City. Foster Morrison's proposed project manager and lead planner for this LHMP project have been developing new hazard mitigation plans and plan updates for California counties and cities over the last twelve years including Fresno County, Kern County, Sacramento County, Placer County, Butte County, Amador County, Sutter County, Calaveras County, Modoc County, the City of Fullerton, and the Calaveras County Water District. These planning efforts have included two LHMP planning cycles for multiple California clients, and a third planning cycle for two California communities.

The Foster Morrison team's extensive mitigation planning experience in California combined with their in-depth knowledge of the California regulatory environment, the program requirements of the Disaster Mitigation Act (DMA) and National Flood Insurance Program's (NFIP) Community Rating System (CRS), and California-specific hazards translates to added value to our clients. By utilizing the Foster Morrison team for this planning process, the City will receive a LHMP that is customized to meet the unique needs of the City, is clear and action oriented, is aligned with the 2013 State of California Hazard Mitigation, and will enable San Rafael to become eligible for a variety of FEMA and state mitigation and disaster recovery funds.

Our project approach is continuously being updated, refined, and streamlined to meet the changing needs of our clients and the hazard environment while ensuring compliance with all program requirements. For example, with the recent emphasis being placed on climate change in California and around the country, our recent plans are addressing climate change as a separate hazard and evaluating climate change adaptation strategies for inclusion in the mitigation strategy.

Our staff's expertise and working relationships with Cal OES and FEMA Region IX also assist our clients with navigating all aspects of FEMA programs from disaster preparedness to mitigation and grant applications to post-disaster response and recovery. We have unique experience helping our clients to secure pre- and post-disaster grant funds and with the grant administration and implementation of funded projects. The Foster Morrison team has the leadership, California and regional mitigation planning experience, and DMA, CRS, and FMA expertise to provide the City with a LHMP that is approved by Cal OES and FEMA and contains a comprehensive mitigation strategy that is designed to reduce hazard losses and make the City of San Rafael more disaster resistant.

Foster Morrison is willing to sign the City's standard Professional Services Agreement

If you have any questions, please feel free to contact me at your convenience. We look forward to working with the City on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "J Foster".

Jeanine Foster, JD
Principal/Senior Project Manager
Foster Morrison Consulting, Ltd.

City of San Rafael LHMP: Project Understanding, Approach, and Scope of Services

Foster Morrison takes pride in our demonstrated ability to deliver high-value hazard mitigation planning services to local governments in California and across the country. Our project approach is continuously being updated and refined to meet the needs of our clients while ensuring compliance with the requirements and current guidance of the Disaster Mitigation Act of 2000 (DMA), as administered by the Federal Emergency Management Agency (FEMA) and the State of California Office of Emergency Services (Cal OES), as well as the planning requirements of the Flood Mitigation Assistance (FMA) program and the National Flood Insurance Program's (NFIP) Community Rating System (CRS). Meeting multiple program requirements provides communities with a variety of FEMA grant program options for funding and implementation of their mitigation projects. Our understanding of the unique needs and issues specific to the City is briefly described in our Project Understanding below. Our approach to development of the LHMP is summarized in the Project Approach and Scope of Services that follow. The proposed Scope of Services will result in a FEMA-approved LHMP for the City of San Rafael.

Project Understanding

The City of San Rafael is the county seat of Marin County. According to the United States Census Bureau, the City has a total area of 22.4 square miles. 16.5 square miles of it is land and 6.0 square miles of it is water. The City is located 17 miles to the north of the City of San Francisco. According to 2015 California Department of Finance estimates, the population of the City is 59,214. This represents a mild increase in population from the 2000 US Census, which estimated the City population at 56,063. The City is served by Highway 101 and Interstate 580.

The climate of the City is semiarid and may be classified as interior Mediterranean. Summers are hot and dry with low humidity, while winters are very mild with infrequent snowfall. In the City, temperatures vary from average summer highs near 82°F to average winter lows near 41°F. Average annual precipitation in the City is 35.6 inches. 90 percent of the annual precipitation occurs between November and April.

Given the geography and climate of the area, the City is vulnerable to a variety of hazards. Of these hazards drought, earthquake, floods, landslides, levee failure, sea level rise, and wildfire are some of the more significant hazards of concern for mitigation strategy planning. All of these hazards and other hazards identified as a concern to the City will be addressed in this LHMP.

Project Approach

The primary purpose of this LHMP project is to reduce long-term risk and loss to people and property from natural hazards and to make the City of San Rafael more disaster resistant and to better be able to recover when a disaster does occur. Foster Morrison will conduct all work necessary to provide the City with a Cal OES/FEMA-approved LHMP in accordance the requirements of DMA 2000, published at 44 CFR 201.6 and associated planning guidance; the requirements of the Flood Mitigation Assistance (FMA) Program; and the NFIP's CRS Program. A FEMA-approved LHMP meeting multiple program requirements will maintain the City's eligibility for FEMA pre- and post-disaster funding.

This LHMP will address all hazards of significance to the City and will be consistent with the goals and objectives outlined in the 2013 State of California Hazard Mitigation Plan Update. The LHMP will be prepared utilizing the following process shown in Table 1.

Table 1 Hazard Mitigation Planning Process

Disaster Mitigation Act Planning Regulations (44 CFR 201.6)	CRS/FMA Planning Steps
Phase I: Planning Process	
201.6(c)(1)	1. Organize Resources
201.6(b)(1)	2. Involve the Public
201.6(b)(2) & (3)	3. Coordinate with Others
Phase II: Risk Assessment	
201.6(c)(2)(i)	4. Assess the Hazard
201.6(c)(2)(ii) & (iii)	5. Assess the Problem
Cal OES requirement	6. Assess the Capabilities
Phase III: Mitigation Strategy	
201.6(c)(3)(i)	6. Set Goals
201.6(c)(3)(ii)	7. Review Possible Activities
201.6(c)(3)(iii)	8. Draft an Action Plan
Phase IV: Plan Maintenance	
201.6(c)(5)	9. Adopt the Plan
201.6(c)(4)	10. Implement, evaluate, revise

Scope of Services

The Scope of Services for this LHMP includes conducting the general research; creating a risk assessment for the City; facilitating the planning process; formulating and facilitating the mitigation strategy development; and providing all deliverables necessary to comply with state and federal mitigation planning regulations and guidance resulting in a DMA, FMA, and CRS compliant and FEMA-approved LHMP. The details of the planning process and how the City will meet the goals of the project are outlined further below in this Scope of Services.

Project Management and Administration

Foster Morrison will provide the project management and project administration for development of this LHMP. This will include coordination meetings, communications, and monthly progress reports pertaining to the work, budget, and schedule. Regular communication and close coordination with the City Emergency Management Coordinator will be paramount to the successful and timely completion of this LHMP as outlined in the Scope of Services that follow.

Phase I: Planning Process

Task 1: Organize Resources

Following a Notice to Proceed (NTP) and as part of organizing resources and pre-planning for this project, the City and Foster Morrison will hold a conference call to: review the project scope and schedule; discuss planning team participation and coordination; identify initial data sources and contacts; start initial data collection efforts; and plan the project kickoff meeting. The planning process will be open to the public and participation will be encouraged.

Hazard Mitigation Planning Committee

A coordinated, engaged Hazard Mitigation Planning Committee (HMPC) comprised of key community stakeholders is critical to a successful mitigation planning process and overall plan development. An HMPC for the LHMP will be organized from department representatives from the City, special districts, and other agencies and public and private stakeholders with an interest in hazards planning in the City. In addition, planning team members may include residents,

community leaders, business owners, and private and nonprofit interests to provide for a representative cross-section of the community. Foster Morrison will work with the City to identify key stakeholders for inclusion on the HMPC.

Kickoff Meeting

At the beginning of the process, a kickoff meeting of the HMPC will be held to present information on the hazard mitigation planning regulations and guidance, jurisdictional participation requirements, and project scope and schedule. This meeting will include a discussion of the hazards to be included in the LHMP. Ongoing mitigation efforts in the City and potential mitigation ideas for the LHMP will also be discussed. Agency coordination and an initial strategy for community engagement will also be considered during this kickoff meeting.

Deliverables

- ✓ Initial project conference call
- ✓ Recommendations for formation of HMPC
- ✓ Draft of written invitations to plan participants, planning team members and other public and community stakeholders
- ✓ LHMP kickoff meeting (HMPC Meeting #1)

Task 2: Public Involvement (Community Engagement)

Foster Morrison will work together with the City and the HMPC to define a public information outreach strategy to ensure an effective public involvement process. Community engagement efforts will be designed to educate the public on risks and vulnerability to identified hazards and the hazard mitigation planning process in the planning area. The public outreach process will focus on soliciting input from the public to better inform the LHMP throughout the planning process and prior to submittal to Cal OES/FEMA.

Community engagement activities will: leverage existing community outreach mechanisms where available and will include inviting public stakeholders to serve on the HMPC; as well as publicizing the activities of the HMPC through the City's website, press releases to local media outlets, presentations on the hazard mitigation planning process combined with other community meetings, public meetings, and other outreach efforts to local public stakeholders. Two public meetings will be held, one the evening of the kickoff meeting and one held in coordination with the Community Workshop. The public will also be invited to comment on the draft plan prior to submittal to Cal OES and FEMA.

Deliverables

- ✓ Recommendations for public makeup of the HMPC
- ✓ Community Engagement Strategy
- ✓ Drafts of website, press releases, etc.
- ✓ Early Public Meeting (Public Meeting #1)
- ✓ Community Workshop/Public Meeting #2 (held at the same time as HMPC Meeting #2 and #3)

Task 3: Coordinate with Other Agencies

DMA regulations require that the mitigation planning process include other organizations, agencies, and key stakeholders. Representatives from local, state, and federal agencies and organizations with significant interests in the community, natural hazards, and/or mitigation may be invited to join the HMPC and will be invited to participate in the hazard mitigation planning process.

Data Collection and Review

Foster Morrison staff will work closely with the City and the HMPC, to identify key resources and new data to support the LHMP. In accordance with DMA standards, the LHMP will utilize best available data pertaining to identified hazards of concerns, risks, vulnerabilities, community assets and critical facilities, and existing community mitigation capabilities. The most current GIS datasets and assessor data will also be collected as necessary to support the risk analysis for the risk assessment.

Coordination with Other Planning Efforts

Also integral to the DMA planning process is the coordination and integration with other community planning mechanisms as well as with other data and information from stakeholders and agencies. Foster Morrison will work with the City and the HMPC to identify and review existing plans, programs, and policies from general plans, emergency operations plans, emergency management plans, floodplain management plans, watershed plans, stormwater master plans, community wildfire protection plans, and capital improvement program planning and budgeting. As part of this task, Foster Morrison will work to ensure that this LHMP is aligned with the goals, objectives, and priorities of the updated 2013 State of California Hazard Mitigation Plan.

Deliverables

- ✓ Identification, collection, and review of relevant data
- ✓ Coordination and documentation with existing planning mechanisms
- ✓ Identification, coordination, and documentation with other agencies, organizations and stakeholders

Phase II: Risk Assessment

Foster Morrison will work with the City and the HMPC to create a hazard risk assessment. This multi-hazard risk assessment will include hazards identified by the HMPC and will use best available data to evaluate the risk and vulnerability from identified hazards that may affect or have historically affected the City. Where hazards and risks vary across the planning area, the differences will be noted. In developing the risk assessment, Foster Morrison will utilize information and data developed during other planning efforts in the area and supplement as necessary to meet DMA requirements. The risk assessment will assist the City in understanding and quantifying its risks and vulnerability to identified hazards and will form the basis of the mitigation strategy. As prescribed by DMA and Cal OES requirements, the risk assessment includes three primary components: 1) hazard identification and profiles; 2) vulnerability assessment; and 3) capability assessment.

Task 4 (CRS Step 5): Assess the Hazard – Hazard Identification and Profiles

The first step in assessing the hazard is to identify and profile hazards as they affect the City. Foster Morrison will work with the HMPC to populate a list of hazards to be included in the LHMP. Factors such as frequency and magnitude of past hazard occurrences, the likelihood of future occurrences, and the potential for devastating losses from a given hazard event will be considered when creating the hazard list. This will include an evaluation of the hazard history and potential for the planning area to be affected by various hazards. The end result will be a list of hazards of concern to the City.

Once a hazard list has been determined, the hazards will be profiled. This profile will include: a description of the hazard and its location and extent; severity and magnitude of the hazard; potential impacts; previous occurrences; and hazard frequency, duration, speed of onset, and recurrence interval (probability of future events). The hazards will be analyzed using GIS/Hazus (as described further below) and/or other data and methodologies, as warranted, to identify and analyze areas within the planning area that are at risk and vulnerable to identified hazards. This plan will coordinate closely with other existing and ongoing risk assessment data in development of the risk assessment.

Deliverables

- ✓ List of hazards
- ✓ Hazard identification and profiles section of the plan
- ✓ Initial prioritization of identified hazards

Task 5: Assess the Problem: Vulnerability Assessment

The second step of the risk assessment phase is to conduct a vulnerability assessment to determine the vulnerability of the City to identified hazards. Foster Morrison will evaluate available data and resources to determine the best approach and methodologies for determining and updating area vulnerability to identified hazards of concern. Selected methodologies may include, as necessary, utilizing various loss estimation tools such as GIS mapping and analysis and Hazus runs to

assist in quantifying and portraying the risk from identified hazards to support mitigation strategy development and future community planning decisions.

Identify Assets

The vulnerability assessment is designed to evaluate and quantify, where possible, potential hazard-related losses to a planning area. Critical to this analysis is conducting an inventory of key community assets. Community GIS resources, assessor's data, and other best available data will be used to develop a comprehensive inventory of assets in the City located in identified hazard areas. National Flood Hazard Layer maps, other state level mapping such as California Department of Water Resources (DWR) Best Available Maps, and other maps and data will be used for this analysis. Foster Morrison will work with the City and the HMPC to identify existing data and analyses. To the extent supported by existing analyses and available data, the following elements will be addressed:

- Number, types, occupancy, and values of existing parcels and buildings in the planning area and in mapped hazard areas, based on GIS and Assessor data
- Identification of populations at risk
- All repetitive flood loss and severe repetitive flood loss properties
- Critical facilities, infrastructure, and services at risk
- Economic impact of potential losses
- Natural, cultural, and historic resources at risk, including natural and beneficial functions
- Land use, proposed structures, and development trends/constraints for the planning area and in identified hazard areas

Estimate Potential Losses

Once the hazards and assets have been identified, profiled, and located, Foster Morrison will utilize existing plan analyses and established loss modeling techniques to estimate potential losses for potential hazard events. Depending on the specific hazard, and type and availability of data, a variety of loss estimation tools and analysis may be conducted and included in the LHMP. For mapped hazards, such as flood, levee failure, and wildfire, Foster Morrison can make use of methods from any past and current work in the planning area, from GIS overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus and other recognized methodologies. For hazards with insufficient data or tools for identifying vulnerable assets and estimating losses, other methods will be used to identify those geographical areas and assets most at risk. As data permits, maps and tables will be developed as necessary highlighting and detailing the most at-risk locations for the planning area by hazard.

Analyze Development Trends

DMA planning requires an analysis of the existing built environment and future development relative to potential hazard impacts. Understanding the current land use, zoning, and future development plans and trends within a community is a key component of the risk assessment and will provide valuable information for determining viable mitigation strategies for this LHMP. The results of this assessment will provide the City with critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

Capability Assessment

The capability assessment is the final step of the risk assessment. Foster Morrison will conduct a capability assessment to identify existing technical, financial, and other mitigation capabilities of the planning area. By collecting information about existing programs, policies, plans, and regulations as they relate to hazard mitigation, the City can assess those activities and measures already in place that mitigate risk and vulnerability to identified hazards. Understanding what mitigation measures are already in place and how well they are working will better inform the community on designing additional and more effective mitigation strategies for this LHMP.

Hazard Prioritization

Following completion of the risk assessment, Foster Morrison will work with the City and the HMPC to prioritize hazards of significance. This final prioritization process is an important element in plan development as it allows the City to focus

resources on significant hazards and risks to the community, resulting in a more focused, achievable mitigation strategy for the plan. The results of the risk assessment will be presented at HMPC meeting #2.

Deliverables

- ✓ Risk assessment section of the plan, including hazard identification and profiles, vulnerability assessment, and capability assessment
- ✓ GIS and Hazus analysis (as necessary and feasible to supplement existing risk assessment data)
- ✓ Maps and tables of hazard areas, community assets, and vulnerability analysis as data is available
- ✓ Presentation of risk assessment data at HMPC Meeting #2 (held during same timeframe as HMPC Meeting #3 and the Community Workshop)

Phase III: Develop Mitigation Strategy (Plan)

The mitigation strategy is ultimately the most important part of the hazard mitigation plan. While the risk assessment defines the risks and vulnerability of a planning area, the mitigation strategy contains the mitigation action items and projects that will be implemented over the five year life of the LHMP to reduce hazard-related losses, make the community more disaster resistant, and to better recover when disasters do occur. During the mitigation strategy development phase of this LHMP, Foster Morrison will develop a complete draft of the LHMP that will: document the mitigation planning process; document the results of the risk assessment; detail plan goals and objectives; and identify and prioritize mitigation actions designed to minimize the effects of hazards on the City.

Task 6: Set Goals

Using the results of the risk assessment for the City, the HMPC will create goals, objectives, and policies for the LHMP. The goals, objectives, and policies for the LHMP will reflect the communities' long term vision to reduce the risk to people and property within the City and will focus on enhancing overall mitigation capabilities. Foster Morrison will work with the HMPC to craft plan goals and objectives. Goals and objectives from other City plans and policies (e.g., General Plan, watershed/stormwater plans, Community Wildfire Protection Plans), as well as state plans and policies (such as the 2013 California Hazard Mitigation Plan), will be compiled and analyzed to ensure consistency with existing programs and the goals, objectives, and policies for this LHMP. Plan goals, objectives, and policies will be reviewed during HMPC Meeting #2.

Deliverables

- ✓ Facilitation of goals, objectives, and policies at HMPC Meeting #2
- ✓ Review and identification of plan goals, objectives, and policies from other community plans and programs
- ✓ Finalized list of plan goals, objectives, and policies

Task 7: Review Possible Activities

Once plan goals and objectives have been created for the LHMP, Foster Morrison will work with the HMPC to identify, analyze, and prioritize mitigation actions and projects. Utilizing the risk assessment and considering other ongoing community mitigation programs policies and plans, new actions will be developed with input from the HMPC and as identified from other community plans. The review of mitigation actions and projects will occur at HMPC Meeting #3, where the HMPC will identify a comprehensive range of potential mitigation actions for each priority hazard designed to reduce hazard impacts and disaster losses and to meet the plan goals and objectives. Identified mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. In developing mitigation alternatives, this plan will adhere to the model of mitigation activities promoted by DMA, FMA, and CRS, which classifies mitigation measures into the following six categories:

- Prevention
- Property Protection
- Emergency Services
- Structural Projects

- Natural Resource Protection
- Public Information Programs

The mitigation strategy for the LHMP will be developed utilizing data and mitigation strategy recommendations from other recent and ongoing planning efforts. Close coordination and consideration of these other planning efforts and studies will be critical to the development and implementation of a successful mitigation strategy moving forward that is both reasonable and achievable.

Deliverables

- ✓ Facilitation and identification of mitigation action alternatives for all hazards and CRS categories
- ✓ Mitigation Project identification/prioritization at HMPC Meeting #3 (held during the same timeframe as HMPC Meeting #2 and the Community Workshop)

Task 8 (CRS Step 8): Draft an Action Plan: Mitigation Implementation Strategy

Upon finalization of goals and objectives and mitigation actions and projects, the HMPC will develop priority actions for inclusion in the Mitigation Action Strategy portion of the plan. A comprehensive, prioritized mitigation strategy is paramount to focusing community resources to reduce the vulnerability to the destructive consequences of hazards within the City and to promote efficient recovery and reconstruction when disasters do occur. This process will involve using a set of criteria, a “scoring” system, for prioritizing potential mitigation actions and projects to ensure that they: are reasonable and achievable; reflect the priorities of the City; and are based on the risk assessment. Fundamental to the prioritization process for mitigation measures are key factors such as life, property, health, and safety protection, as well as qualitative cost benefit considerations and the availability of FEMA or other funding sources for any given project. The STAPLEE approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, addministrative, political, legal, economic, and environmental feasibility of proposed mitigation actions.

Foster Morrison, will work with the HMPC and other interested stakeholders to develop an implementation strategy for each identified mitigation project that will provide information on project implementation, including a description of the project details, risk reduction goals, alternative actions considered, benefit-cost considerations, possible funding sources and grants, project schedule, and responsible agency. The end result will be a mitigation action strategy of prioritized projects for the LHMP.

Deliverables

- ✓ Finalization of prioritized mitigation strategy addressing all mitigation categories
- ✓ Development of implementation strategy/compilation of Mitigation Action Worksheets completed by HMPC
- ✓ Draft of mitigation action strategy portion of the plan

Task 8a: Draft Plan

Using state and federal guidance to ensure that all DMA, FMA, and CRS requirements are being met, a complete first draft of the LHMP will be prepared for review by the HMPC.

Document the Mitigation Planning Process

The plan development process will be thoroughly documented, including: the evaluation of risks and vulnerability of natural hazards to the City; and the process used to identify, analyze, and prioritize the mitigation strategy. A separate planning process chapter will be created in the base plan to document the plan development process, which will include establishing a record of participating City entities and meetings as well as documenting data and resources utilized in preparation of the plan. This chapter will also detail coordination with other agencies and stakeholders, and integration with other planning mechanisms as well as the process that will be used to implement and maintain the LHMP. A detailed description of the community engagement strategies implemented for development of this LHMP will be included and thoroughly documented. A separate planning process appendix to the LHMP will also be developed to provide supporting documentation to the process to meet all DMA planning process documentation requirements.

Plan Review and Finalization Process

A complete first draft of the LHMP will be provided to the City and HMPC for review and comment. All comments will be incorporated into a second public review draft and distributed to other stakeholders and the public for review and comment via the City website. A public comment period will be held to solicit comments on the draft plan prior to submittal to Cal OES/FEMA as described in Task 2 of this Scope of Services.

Deliverables

- ✓ Development and documentation of the mitigation planning process
- ✓ Development of a the planning process appendix to meet DMA documentation requirements
- ✓ Development of the base plan with appendices
- ✓ Administrative draft of the LHMP for review by the City and the HMPC
- ✓ Public review draft of the Plan for public review
- ✓ Incorporation of public comments into the final plan

Phase IV: Plan Maintenance Process

Task 9: Final Plan Submittal and Adoption

Based on feedback from the public meetings and final input during the public comment period, a final draft LHMP in digital and hard copy will be developed for submittal to Cal OES and FEMA for preliminary review and approval. Based on this review, any requested changes to the LHMP documents will be made and a master electronic and hard copy of the final plan document will be developed to assist with City adoption. Foster Morrison will work with Cal OES and FEMA to ensure that the LHMP receives approval from Cal OES and FEMA for formal adoption by the City.

Finished Product

Upon adoption by the City Council, the City will submit the adoption documentation to Cal OES/FEMA with a formal submittal letter to FEMA requesting final plan approval. Once final approval is received, a copy of the approval letter will be incorporated into the final plan documents along with adoption resolutions and a final digital master of the LHMP with Appendices will be provided to the City.

Deliverables

- ✓ Preparation of Cal OES/FEMA plan review tool
- ✓ Final draft of the LHMP for formal adoption and final delivery to client
- ✓ Adoption documentation
- ✓ Attend City Council meeting

Task 10: Develop Procedures to Implement, Monitor, and Update the Plan

Foster Morrison will work with the City to determine a method and schedule for monitoring and evaluating the LHMP. The plan maintenance requirements will address DMA requirements and will include:

- A method and schedule of monitoring and evaluating the plan, which includes criteria used, responsible office, and process for formal five-year update
- A process by which the plan will be incorporated into other existing planning mechanisms and requirements
- A schedule with procedures for ensuring the plan's implementation and update within five years
- A discussion of how the HMPC will continue to involve the public in the plan maintenance and update process

Deliverables

- ✓ Draft of implementation, monitoring, and update process

LHMP Project Schedule

Generally, the DMA Plan development process takes 9-12 months, or longer, from project kickoff to plan submittal and approval by Cal OES and FEMA. Foster Morrison understands that the City desires a plan submission to Cal OES in early 2017. Assuming a project start by August 1, 2016, Foster Morrison will provide a plan submittal to Cal OES/FEMA in March 2017. This schedule is dependent on timely participation by the City. An anticipated schedule is shown below:

- Kickoff meeting (HMPC Meeting #1) and Public Meeting #1 in early August 2016
- Community Workshop (Public Meeting #2) and HMPC Meeting #2 and #3 early to mid-October 2016
- Full Administrative Draft on January 15, 2017.
- Staff comments (due February 1, 2017) incorporated into public review draft February 10, 2017.
- Public review period February 10, 2017 to February 24, 2017. Public comments incorporated into final plan by March 1, 2017.
- Final plan review tool and Cal OES submittal March 1, 2017.
- City Council meeting for adoption anticipated in June/July 2017.

LHMP Cost Proposal

Foster Morrison will execute the proposed Scope of Services for a firm fixed price of \$48,290 as detailed in this cost proposal. Execution of the Scope of Services within the proposed fee will meet expectations to provide the City with a DMA compliant, FEMA-approved LHMP. Table 3 provides a summary of our fees broken out by project phase and task and includes all labor and direct costs. Direct costs include all reimbursable expenses such as travel and materials. Assumptions used in development of project costs are also identified. The cost estimate is valid for 90 days.

References

We encourage the City to contact the references listed in Table 2 as they can attest to the experience, expertise, and professionalism of Foster Morrison staff and the quality of our local hazard mitigation plans and planning process.

Table 2 Foster Morrison Staff Mitigation Planning Experience References

Project Name	Placer County, CA Local Hazard Mitigation Plan – Original Plan and Plan Updates - FEMA Approved (2005, 2010; 2015 Update in FEMA review)
Organization	Placer County Office of Emergency Services
Contact	Rod Rodriguez, Senior Emergency Services Specialist
Contact Information	(530) 886-5300, yrodrigu@placer.ca.gov
Project Name	Sacramento County, CA Local Hazard Mitigation Plan – Original Plan and Plan Updates- FEMA Approved (2006, 2011; 2016 Update underway)
Organization	Sacramento County Department of Water Resources, City of Sacramento Public Works
Contact	George Booth –Manager of Sacramento County Drainage Development, Hydrology and Floodplain Management Department Connie Perkins – Senior Engineer, City of Sacramento Department of Utilities
Contact Information	(916) 874-6484; boothg@SacCounty.net; (916) 808-1914, cperkins@cityofSacramento.org
Project Name	Modoc County Local Hazard Mitigation Plan – Original Plan (2015 – In FEMA Review)
Organization	Modoc County OES
Contact	AJ McQuarrie, Deputy Director OES
Contact Information	503-233-4416, ajm@modocsheriff.us

Table 3 LHMP Cost Proposal

Phase I: LHMP Planning/Development Process						Phase II: Risk Assessment						Phase III: Mitigation Strategy						Phase IV: Plan Maintenance Process								
		Task 1: Organize Resources (HMPC Mtg. #1; Pub Mtg. #1)		Task 2: Public Involvement		Task 3: Coordinate with Other Agencies		Task 4: Assess the Hazard		Task 5: Assess the Problem		Capability Assessment		Task 6: Set Goals (HMPC Mtg. #2)		Task 7: Review Possible Activities (HMPC Mtg. #3, Community Workshop)		Task 8 & 8a: Draft an Action Plan/Draft Plan		Task 9: Final Plan Submittal & Adoption		Tasks 10: Implement, Monitor & Update the Plan (City Council Meeting)		Total Estimated Costs		
PROFESSIONAL SERVICES																										
Project Staffing		Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Nay: QC		\$ 140.00	2	\$ 280.00	2	\$ 280.00	2	\$ 280.00	2	\$ 280.00	2	\$ 280.00		\$ -	2	\$ 280.00		\$ -	2	\$ 280.00	4	\$ 560.00	2	\$ 280.00	20	\$ 2,800.00
Foster: PM/Senior Planner		\$ 120.00	12	\$ 1,440.00	8	\$ 960.00	8	\$ 960.00	16	\$ 1,920.00	16	\$ 1,920.00	16	\$ 1,920.00	24	\$ 2,880.00	16	\$ 1,920.00	20	\$ 2,400.00	16	\$ 1,920.00	8	\$ 960.00	160	\$ 19,200.00
Morrison: Lead Planner/Technical Editor		\$ 100.00	4	\$ 400.00	4	\$ 400.00	8	\$ 800.00	40	\$ 4,000.00	40	\$ 4,000.00	16	\$ 1,600.00	8	\$ 800.00	16	\$ 1,600.00	16	\$ 1,600.00	8	\$ 800.00	4	\$ 400.00	164	\$ 16,400.00
Gutierrez: GIS/Risk Assessment		\$ 80.00		\$ -		\$ -		\$ -	24	\$ 1,920.00	48	\$ 3,840.00		\$ -		\$ -		\$ -	8	\$ 640.00		\$ -		\$ -	80	\$ 6,400.00
Total Professional Expenses			18	\$ 2,120.00	14	\$ 1,640.00	18	\$ 2,040.00	82	\$ 8,120.00	106	\$ 10,040.00	32	\$ 3,520.00	34	\$ 3,960.00	32	\$ 3,520.00	46	\$ 4,920.00	28	\$ 3,280.00	14	\$ 1,640.00	424	\$ 44,800.00
DIRECT EXPENSES																										
Item		Unit Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
Air Travel		\$350	1	\$ 350.00		\$ -		\$ -		\$ -		\$ -	1	\$ 350.00		\$ -		\$ -		\$ -	1	\$ 350.00	3	\$ 1,050.00		
Per diem		\$220	2	\$ 440.00		\$ -		\$ -		\$ -		\$ -	3	\$ 660.00		\$ -		\$ -		\$ -	2	\$ 440.00	7	\$ 1,540.00		
Rental Car			1	\$ 125.00		\$ -		\$ -		\$ -		\$ 200.00	1			\$ -		\$ -		\$ -	1	\$ 125.00	3	\$ 450.00		
Priority Mail and Shipping				\$ -		\$ -		\$ -		\$ -		\$ -				\$ -		\$ -		\$ 75.00		\$ -		\$ 75.00		
Photocopying, Color Printing				\$ 75.00		\$ -		\$ -		\$ -		\$ 125.00				\$ -		\$ -		\$ 75.00		\$ 100.00		\$ 375.00		
TOTAL DIRECT COSTS:				\$ 990.00		\$ -		\$ -		\$ -		\$ 325.00		\$ 1,010.00		\$ -		\$ -		\$ 150.00		\$ 1,015.00		\$ 3,490.00		
TOTAL LABOR AND DIRECT COSTS				\$ 3,110.00		\$ 1,640.00		\$ 2,040.00		\$ 8,120.00		\$ 10,040.00		\$ 3,845.00		\$ 4,970.00		\$ 3,520.00		\$ 4,920.00		\$ 3,430.00		\$ 2,655.00		\$ 48,290.00
Breakout by Phase		Phase I Planning Process						Phase II Risk Assessment				Phase III Mitigation Strategy				Phase IV Plan Maintenance										
Item		Total Hours		Costs		Total Hours		Cost		Total Hours		Cost		Total Hours		Cost		Total Hours		Costs		Qty.	Cost			
Foster Morrison Labor		50		\$ 5,800.00		220		\$ 21,680.00		112		\$ 12,400.00		42		\$ 4,920.00		424		\$ 44,800.00						
Foster Morrison Expenses				\$ 990.00				\$ 325.00				\$ 1,010.00				\$ 1,165.00				\$ 3,490.00						
PHASE COST		50		\$ 6,790.00		220		\$ 22,005.00		112		\$ 13,410.00		42		\$ 6,085.00				\$ 48,290.00						

LHMP Cost Assumptions

The following is a summary of cost assumptions for the development of the LHMP:

- Three trips total are planned by the Foster Morrison planning team to accommodate the three HMPC meetings, public meeting and community workshop, and City Council meeting for LHMP adoption.
- City staff will assist with coordinating and advertising public meeting and community workshop.
- This cost assumes one color copy of the LHMP to be provided to both Cal OES and FEMA for the formal submittal and one hard and electronic color copies of the final document to be provided to the City for final plan submittal. All other interim plan submittals to the City will be done electronically.
- City will support the DMA planning process requirements to include: providing representation on the HMPC, attending meetings, and participating in the planning process; assisting in providing necessary data and identifying unique risks that affect the City; identifying and prioritizing mitigation actions/projects for the City; distributing, reviewing, and commenting on the draft plan(s); coordinating the public outreach process; coordinating the public outreach process, attending public meetings as necessary to solicit input from community stakeholders; formally adopting the LHMP; and managing the implementation of the resulting mitigation plan.
- In accordance with DMA guidelines, only existing best available data will be used during this planning process, no new source data will be created.
- Monies associated with labor and direct expense costs will be interchangeable as needed, between labor and direct costs and between project phases and tasks, to complete project requirements.

Appendix A. The Company and Personnel

Foster Morrison Consulting, Ltd.: Experience, Strengths, and Qualifications,

Foster Morrison is an emergency management consulting firm with staff expertise and experience encompassing all aspects of FEMA programs – from disaster preparedness to mitigation and grant applications to post-disaster response and recovery. Specializing in hazard mitigation planning, Foster Morrison develops hazard mitigation plans and plan updates that meet the requirements of the Disaster Mitigation Act (DMA) of 2000 as well as the planning requirements of the Flood Mitigation Assistance (FMA) program and the National Flood Insurance Program's (NFIP) Community Rating System (CRS). Our focus is developing FEMA-approved, highly customized mitigation plans for communities that enable participating jurisdictions to be eligible for FEMA mitigation funds, and include comprehensive mitigation strategies designed to reduce hazard-related losses, enhance community capabilities, and make a community better able to respond and recover when disasters occur. Recently formed in 2014, Foster Morrison staff have been working together as a planning team for the last seven years developing hazard mitigation plans for clients around the country. Foster Morrison is registered and licensed to do business in the State of California and is also registered and in good standing with the Federal Procurement System for Award Management (SAM). Key geographic areas of expertise include California, Colorado, and Mississippi.

Hazard Mitigation Experience

Hazard mitigation and mitigation planning is a primary focus area of Foster Morrison. Foster Morrison staff experience and expertise in hazard mitigation planning dates back to 2003 shortly after the Disaster DMA of 2000 (Public Law 106-390) amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions and replacing them with a new set of requirements that emphasize the need for state, local, and tribal entities to closely coordinate mitigation planning and implementation efforts. DMA 2000 established a requirement for local governments to have a FEMA-approved, DMA-compliant plan in place by November 2004 in order to maintain eligibility for certain pre- and post- disaster grant funding.

In addition to developing mitigation plans for numerous local jurisdictions, including those in California, Foster Morrison staff have significant experience working with clients in all aspects of mitigation. This includes: identifying and developing mitigation projects based on community risks and vulnerability; developing grant applications and securing funding for identified projects; conducting Benefit-Cost Analyses (BCAs) and workshops to support competitive grant applications; supporting Environmental and Historic Preservation (EHP) project clearances; and providing project management and grant administration services for project implementation.

Hazard Mitigation Planning

Foster Morrison's experience and qualifications for providing the City with a FEMA-approved, DMA-compliant LHMP is unequalled. Foster Morrison's proposed Project Manager and lead planner for this hazard mitigation planning project have been working with California communities developing their hazard mitigation plans and plan updates since 2003. These DMA planning efforts have included two DMA planning cycles for multiple California clients, and a third planning cycle for two California communities. **This extensive California LHMP experience puts Foster Morrison in a uniquely knowledgeable and highly qualified position to assist the City with the development of their LHMP.**

Not only does Foster Morrison staff have previous mitigation planning experience for multiple California communities and DMA planning cycles, Foster Morrison staff have similar mitigation planning project experience for FEMA Region IX, and other FEMA regions. California experience includes: City of Fullerton (original plan), City of Vacaville (plan update), Fresno County (original plan), Kern County (plan update), Sacramento County (original plan and plan update), Placer County (original plan and two plan update cycles), Butte County (plan update), Amador County (original plan and plan update), Sutter County (original plan and plan update), Calaveras County (original plan and plan update), Modoc County (original plan), City of Vacaville (original plan), the Twin Rivers Unified School District, Sacramento (plan annex), and the Calaveras County Water District (original plan and plan update). Whether a single or multijurisdictional effort in either a rural or urban environment, each of these plans were customized to meet the individual needs of each

participating communities while ensuring state and FEMA approval. See Table 4 for a summary of Foster Morrison staff mitigation planning experience.

*Table 4 Foster Morrison Staff Mitigation Planning Experience**

FEMA Region IX	FEMA Region IV, V, VI, and VII	FEMA Region VIII
Amador County, CA	City of Bay St. Louis, MS	Big Horn County, MT
Butte County, CA	City of Long Beach, MS	Boulder County, CO
Calaveras County Water District, CA	City of Moss Point, MS	Carbon County, MT
Calaveras County, CA	City of Pascagoula, MS	City of Boulder, CO
City of Fullerton, CA	City of Waveland, MS	Jefferson County, CO
City of Vacaville, CA	Pearl River County, MS	Liberty County, MT
Fresno County, CA	Dane County, WI	Northeast Colorado Regional Hazard Mitigation Plan (10 counties)
Kern County, CA	State of Arkansas	Southeast Colorado Regional Hazard Mitigation Plan (6 counties)
Modoc County, CA	Bossier City, LA	State of Colorado
Placer County, CA	Chavez County/Roswell, NM	State of South Dakota
Sacramento County, CA	Los Alamos County, NM	Teton County, MT
Sutter County, CA	State of Missouri	Toole County, MT
Washoe County, NV		University of Colorado at Boulder, CO
		Ute Mountain Ute Tribe, CO

* All completed projects are FEMA-approved

Risk Assessment Experience

Risk Assessments are a fundamental component of hazard mitigation planning. Foster Morrison staff have conducted risk assessments as part of state, local, and tribal hazard mitigation planning. The risk assessment is the fundamental basis of mitigation and mitigation planning. It is the process that documents the problems that are unique to each participating jurisdiction. There are three interrelated portions to the approach Foster Morrison takes when developing a risk assessment: 1) hazard identification, 2) vulnerability assessment, and 3) capability assessment.

Together, the hazard identification and vulnerability assessment paint the picture of the hazards that could occur in a jurisdiction, and then assesses each hazard's historic impacts and potential future impacts on populations, property, and critical facilities and infrastructure. The capability assessment then measures this vulnerability against programs, policies, procedures, and plans that are already in place in the jurisdiction that can reduce the effects of these hazards. The end result of this analysis is the identification of additional mitigation strategies that build upon the community's existing capabilities.

Foster Morrison staff experience with state, local, and tribal risk assessments includes:

- Creating and analyzing GIS-based risk assessments for flood, earthquake, wildfire, and other natural and man-made hazards
- Addressing climate change as a standalone hazard and its impact on other natural hazards
- Developing vulnerability analysis methods using GIS: centroid method, proportionate division, Access queries, raster analysis, and annualized loss calculations to support detailed damage/loss estimates by jurisdiction
- Experience with Level 1 and 2 Hazus (FEMA's loss estimation software) analysis, FEMA's GIS-based loss-estimation tool, for earthquake and flood hazards, including DFIRM integration for Hazus flood analysis
- Creating accurate flood loss estimations by applying FEMA's NFIP depth-damage relationship curves, as used in FEMA's benefit cost software modules

- Conducting detailed inventories of community assets, including an inventory of natural, historic, and cultural resources and key critical and public facilities and infrastructure
- Developing high quality maps and tables for displaying hazards, vulnerabilities, and loss estimates by jurisdiction
- Conducting exhaustive research in each jurisdiction to inventory and document all existing capabilities to mitigate and reduce the impacts of identified hazards.

Foster Morrison Team Strengths

- Demonstrated DMA/FMA/CRS planning experience in 15 states and in 7 FEMA Regions, including California and Region IX
- Detailed knowledge of FEMA (DMA, FMA, CRS) and state (Cal OES, DWR) planning requirements and local and tribal mitigation planning guidance
- Knowledge of California hazards and risks, past disaster history, local governments (counties, cities, and special districts), and data sources
- Extensive experience developing and portraying risk assessment studies supported by Hazus and GIS
- Strong technical expertise with an emphasis on hazards and issues such as those associated with wildfire, earthquake, drought, floods, watershed/stormwater planning, CRS/floodplain management, severe weather events, and climate change issues
- Emphasis on a strong planning process that includes high levels of public, community, and stakeholder involvement and outreach and strong meeting facilitation
- Experience leveraging hazard mitigation funding for our clients
- Experience with grant application development, project management, grant management, and EHP clearances for FEMA funded projects, including flood acquisition, elevation, and mitigation reconstruction projects

Staff Qualifications/Project Roles

The Foster Morrison Team's hazard mitigation planning staff are uniquely experienced, knowledgeable, and qualified to successfully execute the LHMP for the City – our proposed staff have been providing similar mitigation planning and outreach services for other California communities since 2003. Our proposed Foster Morrison project manager and the lead planner have been working together on California plans for the last eight years. All of our staff have been involved in the development of numerous local hazard mitigation plans and plan updates that meet DMA, FMA, and CRS planning requirements and guidance and are uniquely knowledgeable of the hazards in California and associated mitigation strategies designed to reduce hazard-related losses. As well, the Foster Morrison Team staff have strong working relationships with Cal OES and FEMA Region IX.

The proposed project staffing, including a discussion of project roles of staff is provided below. Biographical information can be found in the resumes on the following pages.

- Project Manager – Jeanine Foster, JD
- Lead Planner – Chris Morrison, CFM, MPA
- GIS Analyst – Alejandro Gutierrez
- QA/QC – Laura Nay

Jeanine Foster, JD

Principal/Project Manager/Senior Mitigation Planner

Professional Biography

Ms. Jeanine Foster is a co-owner of Foster Morrison Consulting and plays a key role as principal, project manager, and senior mitigation specialist. She has diverse experience providing project management, mitigation planning, and disaster recovery services in response to damages caused by a variety of natural hazard events, including flood and wildfire, to affected communities, with a focus on cities and counties located in California, Colorado, and Mississippi. Jeanine's responsibilities include project management; hazard mitigation planning; disaster recovery; grant application development, including benefit-cost analysis (BCAs); environmental and historic preservation compliance, grant administration, agency coordination; National Flood Insurance Program (NFIP) Community Rating System (CRS) compliance; Floodplain Management Services; regulatory compliance; and marketing. She works closely with clients to define project direction and scope; to identify and pursue grant opportunities; to implement and administer projects funded through a variety of grant resources; and to ensure compliance with applicable regulatory programs such as FEMA's Disaster Mitigation Act (DMA) and NFIP's CRS program. These responsibilities have entailed working with the Federal Emergency Management Agency (FEMA), the National Oceanic and Atmospheric Administration (NOAA), Army Corp of Engineers (USACE), State Emergency Management Agencies and Water Resources Agencies, and local city and county officials to obtain grant funding and to execute and manage projects from startup to final project closeout. Her expertise includes:

- Project Management
- Hazard Mitigation and Emergency Management Planning and Disaster Recovery
- Floodplain Management Services/NFIP's CRS Program Compliance
- Regulatory/Environmental Compliance

Education

- JD, University of Denver, 1988
- BA, University of Colorado, 1984

Professional Qualifications/Registrations

- Admitted to Bar: Colorado, 1988

Representative Projects

Hazard Mitigation Plans

City of Fullerton Multi-Hazard Mitigation Plan, City of Fullerton, CA (Original Plan 2011)

Project Manager and Senior Planner responsible for development of a LHMP for the City of Fullerton. Tasks included organizing resources, facilitating planning team meetings, developing risk assessment, identifying mitigation strategies and writing plan documents. Unique in this project, was the opportunity to closely coordinate this LHMP with the update to the General Plan Safety Element as required in California by AB2140.

Comprehensive Flood Management Plan (CFMP) Update, City of Sacramento, CA, 2014

Project Manager and Senior Planner responsible for an update to the City's CFMP. This unique plan serves as the City's strategic plan to reduce flood risk to the City through a comprehensive approach to risk management. The risk reduction tools implemented through this plan include: Land Use Planning and Development Guidelines, Emergency Management, Levee and other Structural Improvements, Internal drainage Improvements, Risk Communication (Public Education and

Awareness), and NFIP/CRS. As part of this effort a review, update and rewrite of each chapter was required and with a focus on overhauling the Emergency Management, Risk Communication and NFIP/CRS chapters. The updated CFMP also included development of a mitigation strategy for each risk reduction tool.

Sacramento County Local Hazard Mitigation Plan (2005 Original Plan, 2011 Plan Update, 2016 Plan Update), Sacramento County, CA

Project Manager and Senior Planner responsible for development of the original plan and LHMP Update that meets the requirements of DMA, CRS and FMA. Responsibilities included updating the hazard and risk assessment data, identification and development of new plan goals and mitigation strategies, development and implementation of an enhanced public outreach effort, and maximizing participating CRS communities' credits for DMA planning under CRS Activities 510 and 450. This plan update focused on natural hazards, focusing on flood and levee failure, and included an estimated 30+ participating jurisdictions. Other plan update objectives included analysis of the flood hazard to include the new Draft DFIRMS, localized/stormwater flood issues, incorporation of mapping and analyses from the ongoing Central Valley Flood Control project, and an enhanced analysis of the potential issues related to levee failures as well as the consideration of the impacts associated with recent levee de-certifications. These plans was approved by Cal EMA/FEMA without issue. As a result of this plan update which significantly earned more CRS credits, combined with other CRS activity credits, the County has increased their CRS classification to a Class 3, one of only a few Class 3 communities in the US.

Other Hazard Mitigation Plans

- Placer County Local Hazard Mitigation Plan Update, Placer County Office of Emergency Services, Placer County, CA, (2005 Original Plan, 2010 and 2015 Plan Updates)
- Local Hazard Mitigation Plan, Modoc County, CA, Office of Emergency Services, Modoc County, CA (2015 Original Plan)
- Sutter County Hazard Mitigation Plan (Original 2009 Plan and 2014 Plan Update), Sutter County, CA
- Local Hazard Mitigation Plan Update, Calaveras County Office of Emergency Services, Calaveras County, CA (2010 Original Plan and 2015 Plan Update)
- Amador County Hazard Mitigation Plan Update, Amador County, CA (Original 2009 Plan and 2014 Plan Update)
- Butte County Hazard Mitigation Plan Update, Butte County, CA (2013 Plan Update)
- Calaveras County Water District Hazard Mitigation Plan Update, Calaveras County, CA (2012 Plan Update)
- Hazard Mitigation Plan, Fresno County, CA (2009 Original Plan)
- Floodplain Management/CRS Services, City of Boulder, Boulder, CO, 2009
- DMA/CRS Plan, City of Boulder, Boulder, CO (2006 Original Plan)
- DMA/Disaster Resistant University (DRU) Plan, University of Colorado, Boulder, CO (2006 Original Plan)
- Mississippi Hazard Mitigation Services for Local Communities along Mississippi Gulf Coast, 2008-2014
- Hazard Mitigation/Climate Adaptation/CRS Plan, City of Waveland MS, (2013 Plan Update)
- Local Hazard Mitigation Plan Update, City of Pascagoula, MS (2013 Plan Update)

Christopher Morrison, MPA, CFM

Owner/Lead Mitigation Planner

Professional Biography

Chris is a co-owner of Foster Morrison Consulting and is the Lead Mitigation Planner/Technical Editor for Foster Morrison. During the past 7 years, he has provided planning, research, writing, technical editing, and document production expertise to almost 40 different DMA plans for jurisdictions in Arkansas, California, Colorado, Louisiana, Mississippi, Missouri, Montana, Nevada, New Mexico, South Dakota, Virginia, Wisconsin, and Wyoming. Recently he has been a key mitigation planner on California Hazard Mitigation Plans for the City of Fullerton, Amador County, Butte County, Calaveras County, the Calaveras County Water District, Kern County, Modoc County, Placer County, Sacramento County, and Sutter County. In addition, he has provided technical editing and document production services to clients such as the EPA, BIA, and large mining clients in the US, Russia, and Mongolia. He has also performed large scale technical editing on UFOC, SEC, U.S. Supreme Court, U.S. Appeals Court, State Supreme Court, and international court documents. During the completion of his Masters of Public Administration, he was educated in policy analysis, grant writing and management, legal analysis, legal research, and financial management for government and non-profit entities. Chris is also a Certified Floodplain Manager.

Education

- Masters of Public Administration, Minnesota State University Moorhead, 2012
- B.S. in Political Science, Minnesota State University Moorhead, 1998

Professional Qualifications/Registrations

- Association of State Floodplain Managers
- Certified Floodplain Manager

Representative Projects

City of Fullerton Multi-Hazard Mitigation Plan, City of Fullerton, CA (2011 Original Plan)

Chris was the primary researcher for a new multi-hazard mitigation plan for the City of Fullerton. His responsibilities for this project require researching, compiling, analyzing and presenting accurate hazard profiling and risk analysis for the client. He was also responsible for compiling, analyzing, and implementing materials to ensure compliance with FEMA guidelines.

Placer County Local Hazard Mitigation Plan Update, Placer County, CA (2010 and 2015 Plan Updates)

Chris was the primary writer of two Plan Updates for Placer County (2010 and 2015). In 2010, the County and 15 jurisdictions participated in the planning process. Chris's responsibilities included review and revision of the plan and conducting research to update hazard analysis and risk assessment contents, demographic data, county profile, formatting, and layout. He was also responsible for compiling, analyzing, and implementing materials to ensure compliance with FEMA guidelines. Foster Morrison is kicking off the second plan update for Placer County in spring of 2015. The 2015 Update will be a CRS focused plan to the 2013 CRS Coordinator's Manual for Activity 510 and will include an update of all hazards of concern, with an emphasis of Flood, Wildfire, and drought. Climate change impacts and adaptation considerations will also be addressed to better inform future development in the County.

Modoc County Local Hazard Mitigation Plan, Modoc County, CA (2015 Original Plan)

Chris is the primary writer and technical editor for a new local hazard mitigation plan in Calaveras County, California. His responsibilities for this project include creation of new plan language, ensuring data accuracy, formatting and layout, and compliance with FEMA guidelines. He is also responsible for compiling, analyzing, and implementing materials to ensure compliance with FEMA guidelines. The plan is on target for submittal to Cal OES and FEMA in early 2016.

Other Mitigation Plan Work

- Calaveras County Local Mitigation Plan Update, Calaveras County, CA (2010 Original Plan and 2015 Update)
- Comprehensive Flood Management Plan (CFMP) Update, City of Sacramento, CA (2014)
- Sutter County Hazard Mitigation Plan Update, Sutter County, CA (2014 Plan Update)
- Amador County Hazard Mitigation Plan Update, Amador County, CA (Original 2009 Plan and 2014 Plan Update)
- Butte County Hazard Mitigation Plan Update, Butte County, CA (2013 Plan Update)
- Calaveras County Water District Hazard Mitigation Plan Update, Calaveras County, CA (2012 Plan Update)
- Kern County Multi Hazard Mitigation Plan Update, Kern County, CA (2012 Plan Update)
- Sacramento County Local Hazard Mitigation Plan Update, Sacramento County, CA (2011 Plan Update)
- Twin Rivers School District Hazard Mitigation Plan, Sacramento County, CA (2012 Annex)
- Los Alamos County Hazard Mitigation Plan Update, Los Alamos County, NM
- Teton County Hazard Mitigation Plan Update, Teton County, MT
- Liberty County Hazard Mitigation Plan Update, Liberty County, MT
- Toole County Hazard Mitigation Plan Update, Toole County, MT
- State of Arkansas Multi-Hazard Mitigation Plan Update, Little Rock, AR
- State of South Dakota Multi-Hazard Mitigation Plan Update (2010), Pierre, SD
- City of Waveland Hazard Mitigation Plan Update, Waveland, MS
- City of Pascagoula Hazard Mitigation Plan Update, Pascagoula, MS
- City of Boulder Multi-Hazard Mitigation Plan Update, Boulder, CO
- Carbon County Local Hazard Mitigation Plan, Carbon County, MT
- Big Horn County Local Hazard Mitigation Plan, Big Horn County, MT
- Washakie County Multi-Hazard Mitigation Plan, Washakie County, WY
- City of Moss Point Hazard Mitigation Plan, Moss Point, MS
- City of Long Beach Hazard Mitigation Plan, Long Beach, MS
- Tribal Hazard Mitigation Plan Development, Ute Mountain Ute Tribe, CO
- City of Aurora Energy Assurance Plan, Aurora, CO
- Pearl River County Local Hazard Mitigation Plan Update, Pearl River County, MS
- City of Bay St. Louis Local Hazard Mitigation Plan Update, City of Bay St. Louis, MS
- Southeast Colorado Regional Multi-Hazard Mitigation Plan, Southeast Colorado (Counties of Baca, Bent, Crowley, Kiowa, Otero, and Prowers)
- State of Colorado Drought Mitigation and Response Plan, Denver, CO
- City of Bossier City Local Hazard Mitigation Plan Update, City of Bossier City, LA
- State of South Dakota Multi-Hazard Mitigation Plan Update (2013), Pierre, SD
- State of Missouri Multi-Hazard Mitigation Plan Update, Jefferson City, MO
- Jefferson County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update, Jefferson County, CO
- Regional Hazard Mitigation Plan Update, Northeast Colorado (Counties of Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Weld, and Yuma)
- Washoe County Multi Hazard Mitigation Plan, Washoe County, NV
- Dane County Hazard Mitigation Plan Update, Dane County, WI
- Multi-Hazard Mitigation Plan Update, City of Poquoson, VA

Alejandro Gutierrez

GIS Analyst

Professional Biography

Alejandro has 15 years of GIS data development, analysis, conversion, and manipulation within various GIS industries (floodplain mapping, E-911 data development, remote sensing, hydrogeology, and mining). For 6 years, Alejandro worked in a key capacity with FEMA on their Map Modernization (DFIRM) Program. Alejandro has also provided mitigation planning and GIS support for four California DMA plan updates: Placer, Sacramento, Sutter, and Fresno counties. For the DMA plans, he generated thematic and illustrative facilities and hazards maps, both at the countywide and city scales, to represent FIRM data and to quantify risks to the county using parcel and assessor's value data. He also generated the standardized map template to present the wildfire risk analysis, also at the parcel level, using GIS data from the California Department of Forestry and Fire Protection. He has used the ESRI tools and Microsoft Access to perform flood analysis using FIRM data on parcels (land use type and valuation data) by city and performed the wildfire analysis using the same methodology. Alejandro has also provided mitigation planning and GIS support for three state hazard mitigation plan updates: Wyoming, Missouri, and Mississippi.

Hazard Mitigation Plans

- Modoc County Local Hazard Mitigation Plan, Modoc County, CA (2015 Original Plan)
- Calaveras County Local Hazard Mitigation Plan Update, Calaveras County, CA (2010 Original Plan and 2015 Plan Update)
- Placer County Local Hazard Mitigation Plan Update, Placer County Office of Emergency Services, Placer County, CA (2010 and 2015 Plan Updates)
- Sacramento County Local Hazard Mitigation Plan Update, Sacramento County, CA (2011 Plan Update, 2016 Plan Update)
- Sutter County Hazard Mitigation Plan Update, Sutter County, CA (2009 Original Plan)
- Fresno County Hazard Mitigation Plan Update, Fresno County, CA (2009 Original Plan)

Other Mitigation Planning Work

- Wyoming Mitigation Plan Update - Wyoming Office of Homeland Security, State of Wyoming
- Flood Decision Support System- Flood DSS, Riverside Technology, Inc., Colorado
- Missouri Mitigation Plan Update and Mapping Needs Assessment - Missouri State of Emergency Management Agency (SEMA), State of Missouri
- Mississippi Hazard Mitigation Plan - Earthquake Maps June 2007, Mississippi

DFIRM Work

- State of South Dakota - Brown, Davison, Sanborn, and Spink County DFIRMs.
- Bowen Collins & Associates, State of Utah - Box Elder, Iron, Moab/Grand, Sevier, Wasatch, Washington County DFIRMs.
- State of Missouri – State Emergency Management Agency (SEMA) - Boone, Franklin, Henry, Howell, Johnson, Lawrence, Perry, St. Louis, Wayne County DFIRMs
- North Dakota State Water Commission - Stark County DFIRM.
- State of Alabama - Colbert County DFIRM
- State of Arizona - Mohave County DFIRM
- State of Kentucky DOW - Henderson County DFIRM
- State of West Virginia – Greenbrier, Mineral, Webster Counties, WV DFIRM
- State of Virginia – Prince George County DFIRM
- State of Maryland – Alleghany County DFIRM

Laura Nay

QA/QC and Technical Subject Matter Expert

Professional Biography

Laura Nay serves Foster Morrison in a QA/QC capacity and as a technical subject matter expert. Laura was an emergency manager in Colorado for 10 years, then went on to serve the Colorado Division of Emergency Management for 5 years in a variety of capacities. In total, Laura has more than 22 years of emergency management experience that includes all hazards mitigation planning, comprehensive emergency management program direction, energy assurance planning, homeland security grants administration, and public safety communications. Laura has educated communities across the nation about the importance of disaster resistance by building strong networks that overlap the local, state, federal, and private sector boundaries. Those partnerships have orchestrated successful mitigation projects since the mid 1990's.

Education

- BS in Emergency Management/Homeland Security, Jacksonville State University, Jacksonville, AL
- Graduate of the Defense Language Institute – Presidio of Monterey, CA- German

Representative Projects

Hazard Mitigation Plans QA/QC

- City of Fullerton Local Hazard Mitigation Plan, City of Fullerton Planning and Development Services, Fullerton, CA
- Modoc County Local Hazard Mitigation Plan, Modoc County Office of Emergency Services, Modoc County, CA
- Placer County Local Hazard Mitigation Plan Update, Placer County Office of Emergency Services, Placer County, CA
- Sacramento County Local Hazard Mitigation Plan Update, Sacramento County, CA
- Calaveras County Multi-Hazard Mitigation Plan, Calaveras County Office of Emergency Services, Calaveras County, CA

Other Mitigation Plan Work

- Colorado Energy Assurance Plan
- City of Aurora Energy Assurance Plan, Aurora, CO
- Southeast Colorado Regional Multi-Hazard Mitigation Plan, Southeast Colorado (Counties of Baca, Bent, Crowley, Kiowa, Otero, and Prowers)
- State of Colorado Drought Mitigation and Response Plan, Colorado Water Conservation Board
- State of Missouri Multi-Hazard Mitigation Plan Update,
- Jefferson County, CO Multi-Jurisdictional Multi-Hazard Mitigation Plan Update
- Kingman County, KS Hazard Mitigation Plan
- Northeast Colorado Regional Mitigation Plan Northeast Colorado (Counties of Cheyenne, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington, Weld, Yuma)
- Dane County, WI Hazard Mitigation Plan Update



CITY OF SAN RAFAEL

REQUEST FOR PROPOSAL

for

HAZARD MITIGATION CONSULTING SERVICES

For complete information regarding this project, see RFP posted at <http://www.cityofsanrafael.org/> contact the CITY representative listed below. Thank you for your interest!

Contact Person: John Bruckbauer, Emergency Management Coordinator

Phone Number: (415) 458-5002

E-mail Address: john.bruckbauer@cityofsanrafael.org

INTRODUCTION / BACKGROUND

San Rafael is located in Marin County, about 17 miles north of San Francisco. Like other communities in the Bay Area, San Rafael may experience earthquakes, wildfire, flooding/sea level rise, landslides, and drought. San Rafael is also subject to risks associated with climate change.

The City of San Rafael is inviting proposals to develop a Local Hazard Mitigation Plan (LHMP) for the City. The work will involve completion of background and technical work regarding hazards, coordination with city staff, conducting public outreach, development of a California Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) compliant Local Hazard Mitigation Plan, and presentation of the plan to decision making bodies.

The resulting LHMP must be a clear, action-oriented document which will serve the City organization and San Rafael residents and identify actions which can be taken to reduce the local risk from potential hazards. The proposed LHMP is intended to be a new plan, developed in accordance with the Disaster Mitigation Act of 2000 and specific to the City of San Rafael.

SCOPE OF SERVICES

A consultant is being sought to develop a Local Hazard Mitigation Plan for the City of San Rafael. The plan must be accepted by the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA).

More specifically, consultant tasks will be to:

1. Develop a community engagement strategy

- Identify community partners and stakeholders such as local disaster relief organizations that should be involved in the planning process.
- Identify an outreach strategy which includes at least one community workshop to engage local residents and stakeholders about disaster planning and inform them about the planning process and ultimately the LHMP. A service provider's roundtable should be considered.

2. Develop a hazard and risk assessment

- Identify and profile natural, man-made, and climate related hazards that affect San Rafael
- Inventory assets that could be affected by hazards
- Identify and assess risk

- Analyze vulnerability of assets to hazards.
3. Develop hazard mitigation and adaptation goals and policies and implementation plan
 - Set mitigation goals and establish acceptable risk
 - Develop policies and programs to mitigate hazard risk, based on analysis
 - Include implementation plan with priorities. Include identification and analysis of possible funding opportunities and grants.
 4. Prepare Local Hazard Mitigation Plan that is compliant with state and federal law, including the components above along with:
 - Community profile/demographics
 - Planning process
 - Related planning documents/integration of hazard planning
 - Implementation plan
 - Illustrative maps prepared in ArcGIS
 5. Attend meetings including kickoff meeting with staff team, community workshop(s) as proposed
 6. Prepare presentation and attend City Council meeting

TIME FRAME AND BUDGET

The following basic steps are anticipated in the process. Staff would appreciate any efficiencies responding firms can find in the proposed process to better meet desired adoption timeframe of March 2017.

The estimated schedule is as follows:

Release RFP May 2, 2016

Proposals due June 1, 2016 at 5PM

Consultant selected June 15, 2016

Under contract July, 2016

Kickoff meeting Week of August 1, 2016

Community Workshop First or second week of October 2016

Administrative draft LHMP February 1, 2017

Consolidated staff comments provided to consultant February 15, 2017

Public draft LHMP/ March 1, 2017 (Combined OES/FEMA review can take up to 3 months.

Submit to CalOES City makes changes then submits to FEMA)

Submit to FEMA April 15, 2017

City Council hearing/adoption June 2017

The budget for this project shall not exceed \$50,000. The consultant shall include a budget by task in the proposal.

The consultant must agree to sign the standard City of San Rafael Professional Services Agreement, which is attached. Because of the proposed imminent start date, the consultant must meet insurance requirements and be able to provide current insurance certificates illustrating that.

RESPONSE TO THE RFP

There is no required format for consultants to use in responding to this RFP. Please respond in ten pages, double-sided, or less, not including personnel information. The full proposal should include no more than 20 pages.

Please respond with your firm's basic approach to the project focusing on its major project components: community engagement, risk assessment, mitigation and adaptation goals, plan development.

Please include a cover letter that indicates your firm's willingness to sign the City's standard Professional Services Agreement and signed by an official authorized to bind the firm for a period of up to 90 days after the proposal is submitted. Please also include information about your firm, personnel, and experience in developing Local Hazard Mitigation Plans. Please provide a schedule and a proposed fee which includes each personnel classification required to provide the scope of services, billing rates, hours, and all reimbursable fees and expenses; the fee table shall show hours by position and task and corresponding itemized cost summary based on the individual's billing rate. The fee table shall include subtotals of hours and charges attributable for each task and each individual, any reimbursable expenses, and a project grand total.

Please identify and include a resume of the proposed project manager, and the name of the principal who will be responsible for the work; a statement concerning the firm's ability to meet the required schedule; previous projects and present relationship with the City; ability to perform scope of services; and stability of firm. Please provide three current references for jurisdictions where your firm has developed a CalOES/FEMA compliant Local Hazard Mitigation Plan.

Consultant selection criteria will include:

- Responsiveness to requirements, terms, and conditions of this request for Proposal.
- Competence, technical ability, specialized experience, and availability of key project members applicable to the needs of this project. Consideration will be given to the firm's diversity of relevant projects and breadth of experience.
- Salary scales commensurate with the quality of personnel required for the services to be provided.
- Demonstrated understanding of City's interests and goals for this project.
- Degree of consideration given to additional issues and project constraints not already indicated in this RFP.

Please submit an electronic copy of this proposal by 5 p.m. by Wednesday, June 1, 2016 to:

John Bruckbauer, Emergency Management Coordinator

john.bruckbauer@cityofsanrafael.org

If you have questions in the interim, please call John Bruckbauer at (415) 458-5002.

Attachments: City of San Rafael Standard Professional Services Agreement



ROUTING SLIP / APPROVAL FORM

INSTRUCTIONS: Use this cover sheet with each submittal of a staff report before approval by the City Council. Save staff report (including this cover sheet) along with all related attachments in the Team Drive (T:) → CITY COUNCIL AGENDA ITEMS → AGENDA ITEM APPROVAL PROCESS → [DEPT-AGENDA TOPIC]

Agenda Item #

Date of Meeting: 8/1/2016

From: John Bruckbauer

Department: Fire

Date: 7/22/2016

Topic: Planning

Subject: Hazard Mitigation

Type: ☐ Resolution ☐ Ordinance
☒ Professional Services Agreement ☐ Other:

APPROVALS

- ☒ Finance Director
Remarks: MM - approved 7/26/2016
- ☒ City Attorney
Remarks: LG-Approved 7/25/16.
- ☒ Author, review and accept City Attorney / Finance changes
Remarks:
- ☒ City Manager
Remarks: