



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, OCTOBER 2, 2023

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2023-10-02>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 844-3204-9611#

One Tap Mobile: +16694449171,,84432049611# US

This meeting will be held in-person. The public may attend in-person or participate virtually using Zoom. This meeting is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting virtually:

- Submit public comment in writing before 4:00 p.m. the day of the meeting to city.clerk@cityofsanrafael.org.
- Join the Zoom webinar and use the 'raise hand' feature to provide verbal public comment.
- Dial-in to Zoom's telephone number using the meeting ID and press *9 to raise your hand, and *6 to unmute yourself, then provide verbal public comment.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

OPEN SESSION – THIRD FLOOR CONFERENCE ROOM – 6:00 PM

Dial-in: (669) 900-9128, Meeting ID# 825-2571-0612#

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM – 6:00 PM

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code section 54956.9(d)(1): 2 cases

1. *City of San Rafael v. Francisco Boulevard Investors, LLC* (Marin Superior Court, Case No. CIV2202980)
2. *Shaleeta Boyd, et al. v. City of San Rafael, et al.* (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one

action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of the Regular City Council Meeting of September 18, 2023 (CC)
Recommended Action - Approve minutes as submitted

b. **Information Technology Services Agreement Renewal**

Authorize the City Manager to Execute a General Service Agreement with Addendum with Xantrion, Inc., for Information Technology Services from November 1, 2023 Through October 31, 2024 In an Amount Not to Exceed \$1,131,000 (DS)
Recommended Action - Authorize the City Manager to execute a general service agreement with addendum with Xantrion, Inc., for information technology services from November 1, 2023 through October 31, 2024 in an amount not to exceed \$1,131,000

c. **Proclamations**

Proclamation Supporting Indigenous People's Day 2023 (CM)
Proclamation Supporting Cybersecurity Awareness Month (DS)
Proclamation Supporting Fire Prevention Week 2023 (FD)
Recommended Action - Receive and file

d. **Special Event Street Closures**

Resolution Authorizing the Temporary Closure of Fourth Street Between A Street and Lootens Place in San Rafael for the Mill Valley Film Festival Closing Party (PD)
Recommended Action - Adopt Resolution

OTHER AGENDA ITEMS:

5. Other Agenda Items:

a. **City Emergency Operations Plan Adoption**

Resolution Adopting the City of San Rafael Emergency Operations Plan (FD)
Recommended Action - Adopt Resolution

OPEN TIME FOR PUBLIC EXPRESSION

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

OPEN SESSION - COUNCIL CHAMBERS - FOLLOWING ADJOURNMENT

6. Mayor Kate to announce Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM – FOLLOWING ADJOURNMENT

7. Closed Session:

a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code section 54956.9(d)(1): 2 cases

1. *City of San Rafael v. Francisco Boulevard Investors, LLC* (Marin Superior Court, Case No. CIV2202980)
2. *Shaleeta Boyd, et al. v. City of San Rafael, et al.* (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online and at City Hall, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing city.clerk@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing “711”, at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.



MINUTES

SAN RAFAEL CITY COUNCIL - MONDAY, SEPTEMBER 18, 2023

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2023-09-18>

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OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 6:00 PM

Dial-in: (669) 900-9128, Meeting ID# 860-4688-5312#

1. Mayor Kate announced Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 6:00 PM

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code section 54956.9(d)(1): 1 case

1. *Shaleeta Boyd, et al. v. City of San Rafael, et al.* (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

Present: Councilmember Hill
Councilmember Kertz
Vice Mayor Llorens Gulati
Mayor Kate

Absent: Councilmember Bushey

Also Present: City Manager Cristine Alilovich
City Attorney Robert Epstein
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 7:05 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present, except for Councilmember Bushey.

City Attorney Rob Epstein announced there was no reportable action in Closed Session.

Mayor Kate provided opening remarks, which included appreciation to City staff, comments on Mahsa Amini's story and a land acknowledgment.

City Clerk Lindsay Lara informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom, and members of the public would provide public comment either on the telephone or through Zoom. She explained the process for community participation on the telephone, through Zoom and in-person.

OPEN TIME FOR PUBLIC EXPRESSION

- Miriam Silver addressed the City Council regarding fire safety and defensible space.
- Jack Wilkinson addressed the City Council regarding the City's budget.
- Jonathan Frieman addressed the City Council regarding E-Bike safety.
- Pam Reaves addressed the City Council regarding gas leaf blower enforcement.

CITY MANAGER AND COUNCILMEMBER REPORTS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

City Manager Cristine Alilovich:

- Marin Sanitary Service Annual Customer Appreciation Day to be held Sunday, September 24, 9am-2pm at their facility.
- Annual Hops and Vines Stroll to be held Saturday, September 30, 2-6pm on Fourth Street
- Movies in the Park Update - Event starts at 5pm and movie to start 15 minutes after sunset.
 - Friday, September 22, The Super Mario Bros. Movie (in Spanish) at Pickleweed Park
 - Friday, October 6, Monsters University at Terra Linda Park
- Boards, Commissions & Committees (BCCs) applications are open online for many BCCs, including the new Police Accountability and Advisory Committee (PAAC). Interviews to be held in October.

City Councilmember Reports:

- Vice Mayor Llorens Gulati attended the Bret Harte Garage Sale and Non-Labor Day Picnic, the Building Bridges for Marin Housing Solutions event, the Greening our Future tree event, PorchFest and the 10th Salvadoran Independence Festival.
- Councilmember Kertz attended the District 4 PAAC Open House, the Marin Senior Fair, the San Rafael Chamber Business Showcase, the Building Bridges for Marin Housing Solutions event, and PorchFest.
- Councilmember Hill attended PorchFest and the San Rafael Tree Group event.
- Mayor Kate reported on Transportation Authority of Marin (TAM) and spoke at Marin Academy on a Sustainable Cities panel. She attended a Safe Routes to School meeting, the San Rafael Chamber of Commerce Showcase, the Multi-Cultural Center of Marin Open House, PorchFest and a Latinas in Power celebration of Vice Mayor Lorens Gulati for being the first Latina on the San Rafael City Council.

Mayor Kate invited public comment; however, there was none.

CONSENT CALENDAR:

Mayor Kate invited public comment; however, there was none.

Vice Mayor Llorens Gulati moved and Councilmember Kertz seconded to approve the Consent Calendar.

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of the Regular City Council Meeting of September 5, 2023 (CC)
Approved minutes as submitted

- b. **Second Amendment to Cooperation Agreement with County of Marin for Grant Programs**
Authorize Execution of a Second Amendment to the City’s Cooperation Agreement with the County of Marin for the Community Development Block Grant (CDBG) and Home Programs (CD)
Authorized Execution of a Second Amendment to the City’s Cooperation Agreement with the County of Marin for the Community Development Block Grant (CDBG) and Home Programs

- c. **Office of Traffic Safety Grant Approval**
Resolution Accepting the State of California Office of Traffic Safety “Traffic Records Improvement Project” Grant Funds in the Amount of \$12,900, and Authorizing the City Manager to Execute a Grant Agreement (PD)
Resolution 15251 - Resolution Accepting the State of California Office of Traffic Safety “Traffic Records Improvement Project” Grant Funds in the Amount of \$12,900, and Authorizing the City Manager to Execute a Grant Agreement

- d. **Downtown Library Modernization Project Agreement Amendment**
Approve and Authorize the City Manager to Execute a First Amendment to the Professional Services Agreement with Noll & Tam Architects for Architectural, Engineering and Interior Design Services Associated with the Downtown Library Modernization Project, for a Total Amount Not to Exceed \$391,731, and to Extend the Term of the Contract by An Additional Twelve Months (LR)
Approved and Authorized the City Manager to Execute a First Amendment to the Professional Services Agreement with Noll & Tam Architects for Architectural, Engineering and Interior Design Services Associated with the Downtown Library Modernization Project, for a Total Amount Not to Exceed \$391,731, and to Extend the Term of the Contract by An Additional Twelve Months

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

SPECIAL PRESENTATIONS:

5. Special Presentations:

- a. **Youth Art Exhibit in City Hall – Fair Housing for All (LR)**

Alexis Captanian, Housing Program Analyst commented on the Art Exhibit and introduced Fair Housing for All project team. Suzanne Joyal, Youth in Arts, Shirl Buss, Y-Plan, Catherine Ross-Perry, Office of Fair Housing & Equal Opportunity at the US Department of Housing & Urban Development and Craig Veramay, Assistant Library & Recreation Director provided comments.

Mayor Kate invited public comment; however, there was none.

Mayor Kate called a recess at 7:38 p.m.

Mayor Kate called the meeting back in session at 7:47 p.m.

OTHER AGENDA ITEMS:

6. Other Agenda Items:

- a. [Permit Improvement Program & Customer Satisfaction Survey](#)
Marin Builders Association & Marin Economic Forum Permit Improvement Program – Phase II Report (CD)

Community Development Director Ali Giudice introduced the item and Chief Building Official Don Jeppson, who presented the Staff Report.

Casey Mazzoni and Rick Wells, Marin Builders Association provided comments.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Al Vetere, Name withheld

Staff responded to questions asked during the public comment period.

Councilmembers provided comments.

Councilmember Kertz moved and Vice Mayor Llorens Gulati seconded to accept the Marin Builders Association & Marin Economic Forum Permit Improvement Program – Phase II Report.

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Bushey

Accepted report

- b. [Fiscal Year 2022-2023 Year-End Budget Amendments](#)
Resolution Adopting Amendments to the City of San Rafael Budget for Fiscal Year 2022-2023 for the Purpose of Confirming Authorized Appropriations and Transfers (Fin)

Finance Director Paul Navazio introduced the item and Finance Manager Shawn Plate, who presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment; however, there was none.

Staff responded to questions asked during the public comment period.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Hill seconded to Adopt the Resolution Adopting Amendments to the City of San Rafael Budget for Fiscal Year 2022-2023 for the Purpose of Confirming Authorized Appropriations and Transfers.

AYES: Councilmembers: Hill, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Bushey

Resolution 15252 - Resolution Adopting Amendments to the City of San Rafael Budget for Fiscal Year 2022-2023 for the Purpose of Confirming Authorized Appropriations and Transfers

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 8:39 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2023

KATE COLIN, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service & Open Government

Prepared by: Sean Mooney, Director

City Manager Approval: 

TOPIC: INFORMATION TECHNOLOGY SERVICES AGREEMENT RENEWAL

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A GENERAL SERVICE AGREEMENT WITH ADDENDUM WITH XANTRION, INC., FOR INFORMATION TECHNOLOGY SERVICES FROM NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2024 IN AN AMOUNT NOT TO EXCEED \$1,131,000

RECOMMENDATION:

Authorize the City Manager to execute a general service agreement with addendum with Xantrion, Inc., for information technology services from November 1, 2023, through October 31, 2024, in an amount not to exceed \$1,131,000.

BACKGROUND:

In May 2019, the Department of Digital Service and Open Government published a Request for Proposals for a managed-service provider to address the City's information technology systems and assembled an evaluation team with representatives from the Police, Fire, Library & Recreation, and Public Works departments. The City received eight proposals. At the end of the evaluation process, Xantrion (from Oakland, CA) was selected as the preferred vendor to partner with the City by providing the following services:

- Technical support ("help desk")
- Network, server, and database administration
- Equipment purchasing
- User account management
- Data backup and recovery
- Network monitoring and security

The City entered into an agreement with Xantrion in October 2019 for managed IT services across all Departments. The City Council has approved renewing that one-year agreement for the past three years in October 2020, October 2021, and October 2022, respectively.

In the past four years, Xantrion has helped the City improve cyber-security, supported network projects and citywide network resilience, streamlined day-to-day tech support, improved customer service, and standardized user management and purchasing. As of September 15, 2023, Xantrion has processed 2,749 support tickets since November 1, 2022, and completed the following IT projects:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

- **Proactive Computer Replacement** – Replaced 60 end-of-life computers and worked with staff to migrate their software, files, and settings to the new systems.
- **Disaster Recovery Environment** – Developed a Disaster Recovery environment to improve the recovery time objective to hours from days or weeks in the event of a catastrophic failure at the Public Safety Center, equipment failure, or ransomware scenario. Xantrion saved funds by repurposing end-of-life equipment to City Hall and synced existing production systems from the Public Safety Center.
- **Azure Multi Factor Authentication (MFA) Enhancements** – Worked to improve cybersecurity by requiring number matching and providing the application requesting access and location context to the MFA request.
- **Fire Station 55 Retrofit** – Deployed new IT infrastructure at Fire Station 55, including internet service providers, networking equipment, WIFI, telephones, and relocated computers and printers.
- **Fire Station 54 Retrofit** – The team deployed new IT infrastructure at Fire Station 54 including internet service providers, networking equipment, WIFI, telephones, and relocated computers and printers.
- **LastPass Breach Mitigation** – After a breach at LastPass, Xantrion worked with staff members to re-encrypt password vaults hosted by LastPass to avoid security risks in San Rafael.
- **Office 365 Teams/SharePoint Migrations** – The Xantrion team is supporting the Office 365 data migration and completed data migrations for the City Attorney, City Clerk, Digital Service, Economic Development, Human Resources, Parking Services, Sanitation District, Community Development, City Council Meeting Preparation, and Sustainability. The remaining Departments are aiming to be completed before the calendar year.
- **Mobile Device Management (MDM) Migration** – Migrated public safety mobile devices from the AirWatch MDM solution to Microsoft for more functionality and reduced costs. MDM allows the City to manage and secure data and services on City-owned devices proactively.
- **Security Information and Event Management (SIEM) System** - Deployed Azure Sentinel to improve cybersecurity detection and response by aggregating log data and applying detection of suspicious activity capabilities to be triaged by Xantrion's Security Operations Center (SOC). A SEIM system will help the City recognize and address potential security threats and vulnerabilities before they have a chance to disrupt Citywide operations.
- **Radius Based WIFI** – Deployed a WIFI system that securely and automatically connects City owned laptops to the city network without staff interaction at City Hall and the PSC. This improves the secure access of the City network by trusted machines.
- **Replaced Police Department Mall Substation ISP & Firewall** – Replaced the legacy T1 connection with a new internet service provider (ISP) that provides increased performance at a lower cost for the Police Department's satellite office in Terra Linda.
- **Deployed Single Sign On (SSO) for Axon Evidence and NextRequest** - Streamlined staff access and improved security by leveraging the City's identity and access management system for these applications, including multi-factor authentication (MFA).
- **LaserFiche Upgrade** – Worked with the City Clerk to upgrade Laserfiche to the newest version.
- **Windows 2012 Server upgrades** – Improved the security of the network by upgrading 19 servers that will reach end of life by year end.

ANALYSIS:

The cost of the November 1, 2022 – October 31, 2023 agreement with Xantrion was \$1,068,350. Last year, the City changed the pricing structure from a device-based model to an active-user-based model to avoid potential impacts on long- term cost increases of new devices across the City. This approach accommodated users who do not open tickets with Xantrion and mitigated fluctuations in the City’s hiring where there is not a significant impact on Xantrion’s ticket workload (i.e., Spring and Summer months when lifeguards and swim instructors are brought on board). Xantrion has proposed a 5% per user increase in monthly costs to accommodate increases in operational costs due to inflation and cost of living adjustments for their staff. Additional monthly costs include monthly backup of City data and hosting our Security Event and Information Management system which assists in the detection, analysis, and response to potential security threats.

Other changes to this agreement include reducing Xantrion’s Cybersecurity insurance coverage from \$10,000,000 to \$5,000,000. This reduction is due to increased insurance rates and Xantrion’s goal to better align with insurance practices in the industry. They have assured the City that the \$5,000,000 rate is enough to guarantee business continuity in the case of a disaster or if they were to be found negligent. The City carries \$5,000,000 in cybersecurity liability coverage as part of our insurance coverage with California Joint Powers Risk Management Authority (CJPRMA) The change to Xantrion’s liability coverage does not impact the City’s cybersecurity insurance coverage.

The proposed renewal is for one year, beginning November 1, 2023, and ending October 31, 2024. The price for service with Xantrion remains competitive, and their service level and customer satisfaction with City staff remains high.

	2022-23	2023-24 (5% per user increase)
Annual Cost	\$1,068,350	\$ 1,131,000

FISCAL IMPACT:

The total amount of the proposed new agreement is \$1,131,000, and the estimated cost from November 1, 2023, to June 30, 2024, is \$773,883, which funds were appropriated through the FY 2023-24 budget in the Technology Fund (fund 601). The remaining \$ 357,116, to cover the cost from July 1, 2024 to October 31, 2024, is planned for inclusion in the FY 2024-25 budget.

OPTIONS:

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

1. Authorize the City Manager to execute a general service agreement with addendum with Xantrion, Inc., for information technology services from November 1, 2023, through October 31, 2024, in an amount not to exceed \$1,131,000.
2. Direct staff to return with more information.
3. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to execute a general service agreement with addendum with Xantrion, Inc., for information technology services from November 1, 2023, through October 31, 2023, in an amount not to exceed \$1,131,000.

ATTACHMENTS:

1. Xantrion General Service Agreement and Addendum

GENERAL SERVICE AGREEMENT

XANTRION INC.

AND

CITY OF SAN RAFAEL

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GENERAL SERVICE AGREEMENT

This General Service Agreement, including any attachments referenced herein and made a part hereof (this “Agreement”), is entered into as of November 1, 2023 (the “Effective Date”), by and between Xantrion, Inc., a California corporation (“Xantrion”), with offices at 651 20th Street, First Floor, Oakland, CA 94612, and City of San Rafael with offices at 1400 Fifth Avenue, San Rafael, CA 94901 (“Client”).

1 Services

1.1 Statement of Work

Xantrion shall provide the services (the “Services”) as described in the Addendum To The General Service Agreement Information Technology Services of even date herewith, attached as Exhibit A hereto and incorporated herein by reference (“Addendum”). The Services shall be performed and delivered in a workmanlike manner in accordance with generally recognized industry standards for computer consultants performing similar services.

1.2 Personnel

Xantrion, acting as an independent contractor, shall engage employees, consultants, or subcontractors (“Xantrion Personnel”) to provide the Services specifically outlined in the Addendum, and Xantrion shall be fully and directly responsible for all Xantrion Personnel. Xantrion shall (i) provide competent and qualified personnel to perform the Services; (ii) ensure that it complies with all laws, regulations, ordinances and licensing requirements; (iii) ensure Xantrion Personnel performing any Services on Client’s premises comply with any applicable Client guidelines as provided to Xantrion from time to time, including, but not limited to, any data security policies; and (iv) determine the method, detail, and means of performing the Services under this Agreement.

2 Terms of Payment

2.1 Services Fees; Equipment and Software Costs

Unless otherwise agreed to in writing by the parties, payment for Services by Xantrion (“Service Fees”) rendered and any equipment, software, licenses, 3rd party services, hardware, parts and supplies (“Supplies”) shall be due within forty-five (45) days from the date of the applicable invoice provided by Xantrion to Client. If Xantrion does not receive payment within such forty-five (45) day-period, Xantrion shall have the option to suspend the Services without any liability until payment is received.

2.2 Overdue Payments

Interest shall accrue on any delinquent amounts owed by Client to Xantrion at the rate of [0.8333% per month. In the event of a good faith dispute related to the invoices submitted by Xantrion, Client shall notify Xantrion in writing setting forth the reasons of such dispute, and the parties shall cooperate to resolve such dispute.

2.3 Taxes

Client shall be responsible for any applicable sales or use taxes on any amounts payable by Client hereunder.

3 Term, Termination

3.1 Term

Unless sooner terminated, the term of this Agreement, and the applicable Services requested as set forth in the accompanying Addendum shall be for one (1) year commencing on the Effective Date ("Term") and shall continue during the Term unless this Agreement is otherwise terminated sooner in accordance with Section 3.2 or Section 3.3. During this Term, Xantrion shall not increase its fee rates over and above the rates charged on Services provided as of the Effective Date. New Services added during the Term may be charged at Xantrion's then-current rates. The termination of any Service shall not modify any Term of this Agreement. The termination of this Agreement shall immediately terminate any and all Services executed hereunder.

3.2 Termination for Convenience

Either party may terminate this Agreement or any applicable Service at any time without cause upon at least ninety (90) days' prior written notice to the other party. In the event that either party elects to terminate this Agreement pursuant to this Section 3.2, Xantrion agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of Services to Client or another service provider, whichever Client elects, at Xantrion's then-current time and materials rates.

3.3 Termination for Cause

Either party may terminate this Agreement or any applicable Service for Cause (as defined below) immediately upon written notice to the other party.

For purposes of this Agreement, "Cause" means: (i) Client's failure to pay any amount due within thirty (30) days of the applicable due date; (ii) a party's conviction of, or plea of nolo contendere to, any felony, or any other crime involving fraud, embezzlement, or act of moral turpitude; (iii) a party's unauthorized use or disclosure of any Confidential Information or other proprietary information of the other party or any other

party to whom the offending party owes an obligation of nondisclosure as a result of the parties' relationship; (iv) a material breach of this Agreement by a party which is incapable of cure, or with respect to a material breach capable of cure, is not cured within thirty (30) days after receipt of written notice from the affected party of such breach; (v) a dissolution or liquidation of any party, or any corporate action taken by any party for such purpose; (vi) any party's insolvency or admission of its inability to pay its debts generally as they become due; or (vii) any party's voluntary filing of a bankruptcy petition or general assignment for the benefit of creditors.

3.4 Effect of Termination

Upon termination of this Agreement, Xantrion shall not be obligated to provide any further Services to Client and Xantrion shall have the right to remove any equipment or other Supplies belonging to Xantrion which has been installed or placed at Client's location for the performance of the Services hereunder. Client shall pay all outstanding invoices, as well as any invoices which may be submitted to Client following the date of termination for Services Fees or Supplies or costs incurred up to the date of termination, within ten (10) days of the date of termination or within thirty (30) days of the date of the invoice, whichever is later. Upon termination of this Agreement for any reason, each party shall (i) return to the other party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems, and (iii) if requested by the other party, provide written confirmation within ten (10) days of receiving such request that it has complied with the requirements of this section.

3.5 Survival.

The terms of Sections 2, 3, 4, 5, 7, 8, 9, and 15 shall survive the termination of this Agreement.

4 Equipment, Software and Supplies

4.1 Equipment; Software; Supplies

Xantrion is not responsible for compatibility issues, project delays, or other problems with Supplies (i) provided by Client, (ii) purchased by Client through a third party, or (iii) manufactured by a third party and purchased by Client from Xantrion (collectively, "Third Party Products") except if expressly recommended by Xantrion.

Notwithstanding anything contained herein to the contrary, in the event Xantrion installs a Third Party Product and such Third Party Product fails within ninety (90) days of installation, Xantrion will provide the labor to re-install the product free of charge.

4.2 Limited Warranty

Xantrion represents and warrants to Client that the Supplies, processes, and procedures employed, used, and operated by Xantrion in providing the Services will be sufficient to provide the Services at the levels of reliability represented in the description and definition of the Services.

Third Party Products purchased through Xantrion are warrantied by their respective manufacturers and any applicable manufacturer's warranties will be passed through to the Client. Xantrion will only accept returns on such Third Party Products if they are defective and returned within thirty (30) days of Client's receipt of such Third Party Product.

5 Independent Contractor Status

Client and Xantrion acknowledge and agree that: (i) Xantrion is an independent Contractor, (ii) the parties are not engaged in a joint venture, partnership, employment, or fiduciary relationship; and (iii) neither party is authorized to act as agent or incur any obligation on behalf of the other.

6 Non-Solicitation

Client acknowledges that Xantrion will recruit and train personnel to provide Services for Client under this Agreement, and that this is a costly and time-consuming endeavor. Client therefore agrees not to directly, or indirectly through a third party, solicit, induce, recruit for employment, or attempt to solicit, induce, or recruit for employment, any Xantrion personnel who has performed Services for Client under this Agreement to provide the same or similar services. Client shall comply with this obligation during the term of this Agreement, and for a period of twelve (12) consecutive months after termination. Client shall be relieved of its obligations under this provision if Client first pays Xantrion the sum of the actual cost of retaining and training individual personnel. The Parties further agree that this amount shall be no less than \$60,000 per individual personnel, which Client agrees accurately reflects the minimum reasonable value of Xantrion's time and costs with respect to recruiting and training personnel to work for Client. Notwithstanding any other provisions in this Agreement, the parties retain all legal remedies, at law or equity, upon violation of this provision.

7 Unauthorized Access to Data or Use of the Services

Xantrion is not responsible to Client for unauthorized access to the electronic data of Client stored on Xantrion's servers ("Client Data") or the unauthorized use of the Services unless such unauthorized access or use results from Xantrion's failure to meet its obligations described in the Agreement. Client is responsible for the use of the Services by any employee or consultant of Client, other than Xantrion, any person to whom Client has given access to the Client Data, and any person who gains access to the Client Data or Services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

8 No Warranties; Limitations of Liability; Indemnification

8.1 No Warranties

EXCEPT AS PROVIDED IN SECTION 1.1 (SERVICES) AND SECTION 4.2 (LIMITED WARRANTY), XANTRION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, AND WITH REGARD TO ANY THIRD PARTY PRODUCTS, INCLUDING IN EACH CASE ANY WARRANTY OF NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. THESE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

8.2 Limitation of Liability

IN NO EVENT WILL XANTRION, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY.); OR (II) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, SUPPLIES, LOST PROFITS, LOSS OF DATA; OR (III) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS THE AGGREGATE SERVICES FEES ACTUALLY PAID BY CLIENT HEREUNDER IN THE SIX (6) CALENDAR MONTHS BEFORE SUCH CLAIM AROSE; PROVIDED THAT SUCH LIMITATION OF LIABILITY SHALL NOT EXTEND TO DIRECT DAMAGES INCURRED AS A RESULT OF THE WILLFUL MISCONDUCT OF XANTRION OR ITS EMPLOYEES. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH THIS AGREEMENT AND THAT, WERE XANTRION TO ASSUME ANY FURTHER LIABILITY, SUCH FEES WOULD OF NECESSITY HAVE BEEN SUBSTANTIALLY HIGHER.

8.3 Indemnification

To the fullest extent permitted by law subject to the limitations set forth in this Agreement,, Xantrion shall indemnify and hold harmless, and defend the Client, its officers, agents, employees and volunteers (collectively, the "Client Indemnitees") from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses which may be made by individuals or organizations, including, but not limited to attorneys' fees, expert fees and all other costs and fees of litigation (each a "Claim" and collectively the "Claims"), arising out of or resulting from the Xantrion's negligence or willful misconduct in the performance of the Services. The acceptance or approval of Xantrion's Services by Client or any of its directors, officers or employees shall not relieve or reduce Xantrion's indemnification obligations. However, to the extent that any Claim arises from, relates to, or is in connection with, the negligence or willful misconduct of the Client Indemnitees, or any of them, then Xantrion's indemnification obligation and liability hereunder for the Claim shall be reduced in proportion to the Client Indemnitees' total share of liability for the Claim as a result of the Client Indemnitees' negligence or willful misconduct.

9 Confidentiality

9.1 Definition

The term “Confidential Information” as used in this Agreement shall mean any information disclosed, directly or indirectly, by a party (the “Discloser”) to the other party (the “Recipient”) that may reasonably be considered proprietary or confidential including, without limitation, the Discloser’s operational and business methods and practices, economic and financial information, know-how, recommendations, instructional methods, Client Data (as defined below), software and information systems, technical processes, products, product designs, machinery, research and development, intellectual property, and any material embodiments thereof.

Notwithstanding the foregoing, the term “Confidential Information” shall not include any information that (i) is or becomes generally available to the public other than as a result of the Recipient’s breach of this agreement; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Recipient’s possession prior to the Discloser’s disclosure hereunder; or (iv) was or is independently developed by Recipient without using any Confidential Information.

9.2 Confidentiality

The Recipient agrees to (i) take reasonable measures to protect and safeguard the confidentiality of, and avoid disclosure and unauthorized use of, the Discloser’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except as required to assist the Recipient to exercise its rights or perform its obligations under this Agreement.

Disclosure of Confidential Information is not prohibited if such disclosure is compelled pursuant to a legal proceeding or is otherwise prescribed by law. If the Recipient receives a request to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Recipient, prior to disclosing any Confidential Information, and, except as may be prohibited by law, will notify the Discloser of such requirements to afford the Discloser the opportunity to seek a protective order or other remedy.

9.3 Access to Systems

Xantrion representatives and contractors, shall only access Client systems and data as is necessary to perform the Services agreed to. Client understands that Xantrion representatives may share access with other vendors

to the limited extent required to perform the Services. Notwithstanding the foregoing, when access to criminal justice data or systems is necessary to perform the Services, Xantrion agrees that its designated representatives will comply with Client's requirements for access to such systems and information, including but not limited to fingerprinting and a satisfactory background check, as a precondition to being granted access to those systems or data.

10 Compliance

None of the Services or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States has embargoed goods, or to any individual or entity that has been denied export privileges by the U.S. Treasury Department or the U.S. Department of Commerce. By using the Services, Client is agreeing to the foregoing and Client is representing and warranting that Client is not a national resident of, or located in or under the control of, any country subject to such export controls.

10.1 Protection of Personally Identifiable Information

The parties agree to use commercially reasonable security precautions to protect Personally Identifiable Information, "PII", (as hereafter defined) transmitted to or from, or stored at, Xantrion's data centers. Client must comply with the laws applicable to Client's use of the Services and with Xantrion's policies and procedures, as may be amended. Client agrees to cooperate with Xantrion's reasonable investigation of Service outages, security problems, and any suspected breach. For purposes of this Agreement, "PII" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Standards"), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-05 and regulations promulgated thereafter.

The parties further agree to comply with the applicable provisions of the PROTECT Our Children Act contained in 42 USC 13032 and 18 USC 2258A .

10.2 Compliance with Laws Applicable to Client

As it pertains to Client's Confidential Information and/or Data stored or managed by Xantrion, Xantrion will comply with any and all confidentiality, security, privacy and or compliance requirements, rules and/or regulations imposed on Client by local, state or federal authorities, agencies, regulatory agreements and or laws

to the extent Client has provided to Xantrion in writing the specific requirements to satisfy said confidentiality, security, privacy and or compliance requirements, rules and/or regulations.

10.3 Compliance with Software Manufacturer’s Licensing and Allowed Usage Requirements

Client acknowledges its obligation to comply with all provisions of software manufacturer’s licensing and allowed usage requirements. Client agrees to honor the provisions of the “[Microsoft Cloud Agreement](#)” incorporated herein by reference.

11 Security Incident Response

11.1 Obligations

Xantrion acknowledges its obligation to support Clients in the event of a Security Incident. Services we will perform and the basis on which they will be billed are described in the Addendum – Services.

11.2 Disclaimer

Xantrion does not represent that any service will prevent a security incident. Nor do we represent that we have legal expertise or expertise in forensic investigations. Clients are advised to consider purchasing cyber-liability policies to protect against the risk of a security incident. In the event of an incident, Client is advised to contact their own legal counsel to determine their obligations to report an incident, and to notify their insurance carrier of a potential claim and to permit the insurance company or its designated agents to conduct any investigation.

12 INSURANCE

During the term of this Agreement, Xantrion shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to:

Insurance Type	Description of Liability covered	Aggregate Limit
Cyber Liability, Privacy/Network Security, Cyber Crime & Cyber Deception Endorsement	Data breach of our systems or a Client system for which we are liable Including forensic costs, notification costs, credit or identity protection, extortion, regulatory action, fines and penalties. and business interruption.	\$5 mm
Third Party Crime	Third Party Crime	\$250 K

Commercial General Liability	Bodily injury, personal injury and property damage caused by the business' operations, products, or injury that occurs on the business' premises.	\$2 mm
Errors and Omissions Liability	Claims made by Clients for failure to provide products or services, inadequate work or negligent actions.	\$10 mm
Workers Compensation	On the job injury	\$1 mm
Employment Practices Liability	Claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, this also extends to Third Party – Clients, Vendors, etc.	\$1 mm

13 Other Insurance Provisions

13.1 Except for professional liability insurance or worker’s compensation insurance, the insurance policies shall be specifically endorsed to include Client, its officers, agents, employees, and volunteers, as additional insureds under the policies.

13.2 The additional insured coverage under Xantrion’s insurance policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by Client and shall not call upon Client’s insurance or self-insurance coverage for any contribution. The “primary and noncontributory” coverage in Xantrion’s policies shall be at least as broad as ISO form CG20 01 04 13.

13.3 Except for professional liability insurance or worker’s compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

13.4 By execution of this Agreement, Xantrion hereby grants to Client a waiver of any right to subrogation which any insurer of Xantrion may acquire against Client by virtue of the payment of any loss under such insurance. Xantrion agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Client has received a waiver of subrogation endorsement from the insurer.

13.5 Xantrion’s worker’s compensation insurance shall be specifically endorsed to waive any right of subrogation against Client.

13.6 Xantrion shall cooperate with Client in providing Client with copies of all insurance provisions or endorsements required by this Agreement.

14 Harassment Free Workplace; Nondiscrimination

Xantrion and Client mutually commit to observing the highest standards of conduct in maintaining an environment that is free of discrimination, including harassment of any kind and on the basis of a legally protected status. Accordingly, Xantrion and Client will not tolerate any form of harassment against anyone, including employees, vendors, independent contractors, or guests. Xantrion and Client understand and acknowledge their legal obligation both, not to engage in, and to report any unwelcome conduct, whether verbal, physical, sexual, or visual, and that is based upon a person's protected status. Xantrion and Client 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 their duties and obligations under this Agreement.

15 Miscellaneous

15.1 Notices

All notices under this Agreement shall be sent to a party at the respective address indicated in the introductory paragraph hereof, or to such other address as such party shall have notified the other in writing. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

15.2 Governing Law

This Agreement shall be construed and controlled by the laws of the State of California, without reference to conflicts of law principles. To the extent that any lawsuit is permitted under this Agreement, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Marin County, California.

15.3 Remedies

The parties agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement, including any disclosure or use of the Confidential Information, may be inadequate and, in recognition of this fact, in addition to all other remedies available at law, the parties will be entitled to seek specific performance or injunctive relief to enforce the terms of this Agreement.

15.4 Dispute Resolution; Attorney's Fees

Xantrion and Client agree to each use its best efforts to mutually resolve any claim, controversy, liability or dispute arises between the parties relating to or in connection in any way with this Agreement or its interpretation, validity or enforcement (collectively, "Disputes" or, in the singular, "Dispute").

Failing that, and unless otherwise agreed by the parties in writing, such dispute shall be adjudicated by final, binding arbitration under the auspices, and in accordance with then-applicable commercial arbitration rules and procedures, of JAMS, Inc. ("JAMS") at JAMS' San Francisco offices. The arbitrator shall be mutually-agreed upon by the parties to the arbitration. If the parties cannot agree upon an arbitrator within ten (10) business days after the filing of any demand for arbitration or statement of claims with JAMS (or, if a party is asked to participate in the joint selection of an arbitrator, but is unresponsive or otherwise does not do so within the foregoing time period), then JAMS shall select as arbitrator a retired judge having at least ten (10) years' experience in industry-related disputes pursuant to its normal procedure for selecting an arbitrator when parties cannot agree upon an arbitrator.

The parties to the Dispute shall share equally in the costs of arbitration. If any party to the Dispute fails or refuses to pay its portion of JAMS arbitration-related administration fees or arbitrator's fees in a timely manner, the other party to the Dispute may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees, and any final arbitration award shall require the non-paying party to reimburse the paying party for such fees and costs.

The arbitrator shall have the power to award only such damages, remedies, or relief that would be available in a court otherwise having jurisdiction of the matter, but no other damages, remedies or relief. The arbitrator shall render all rulings and make all adjudications based solely upon the law governing the claims, counterclaims and defenses pleaded and shall not invoke any basis (including, without limitation, notions of "just cause") other than such controlling law. The arbitrator shall have the authority to issue an award that provides for both legal and equitable relief, as applicable, including, without limitation, an order for issuance of a temporary or preliminary injunction. Notwithstanding the foregoing, the parties may avail themselves in the court of the rights and remedies provided by Section 1281.8 of the California Code of Civil Procedure. In any arbitration proceeding commenced under this section, the merits hearing (i.e., trial) shall begin by no later than ninety (90) calendar days after the filing of any demand for arbitration or statement of claim with JAMS. The arbitrator shall prepare a written statement of decision and award within five (5) business days following the conclusion of the arbitration merits hearing. Judgment on the decision, award or other order of the arbitrator may be confirmed and entered by the court.

The decision of the arbitrator shall be final and conclusive, and the parties hereby waive the right to trial de novo or appeal, excepting only for the purpose of confirming the arbitrator's decision, award or other order and entering judgment thereupon, for which purpose the court shall have sole and exclusive jurisdiction. Such confirmation and entry of judgment may be obtained by ex parte application. Additionally, any petition to compel arbitration and any other legal proceeding seeking to enforce or avoid arbitration under this Agreement shall be filed and litigated exclusively in the court.

The prevailing party in any arbitration of a Dispute shall be entitled to recover from the other party or parties the reasonable attorneys' fees and costs (including all costs of collection and recovery of any monies adjudicated to be due), experts' fees and costs, arbitration administrative fees, court filing and other fees, and arbitrator's fees that the prevailing party actually incurs in connection with that proceeding and any related-action or proceeding in the court; however, the parties agree that, in the event a party to the Dispute is adjudicated to be

a prevailing party, that party shall seek to recover attorneys' fees under this section for the services performed only by two (2) attorneys from the same law firm retained by that party. In the event this provision is adjudicated to be unenforceable or the parties to the Dispute jointly elect to seek an adjudication of their dispute in a judicial forum, the foregoing fees and costs recovery provision shall apply with equal force to that judicial adjudication of the Dispute.

15.5 Force Majeure

Neither party shall be deemed to have defaulted or breached hereunder, nor shall it hold the other party responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, hostile or warlike action including cyber or armed attacks in times of peace or war by a government or sovereign power, labor strike, lockout, boycott, or other similar events beyond the reasonable control of such party (collectively, "Force Majeure"), provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (b) takes all steps reasonably necessary to mitigate the effects of the Force Majeure event.

15.6 Headings

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15.7 Severability

If any provision in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

15.8 No Waiver

A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a dear written statement that such term or condition is waived.

15.9 No Assignment

Client shall not assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except in the event of a merger, acquisition, or sale of substantially all of Client's assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' permitted successors and assigns.

15.10 City Business License / Other Taxes.

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


15.11 Entire Agreement; Modification

This Agreement, and any attachments hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement shall supersede any prior understanding or agreement, written or oral between the parties. In the event of any conflict between the terms hereunder and any attachment, these terms shall govern unless such attachment expressly states that the terms and conditions of the attachment shall control. There are no promises, covenants or undertaking other than those expressly set forth herein, and any other terms and conditions are rejected regardless of content, timing or method of communication. Any deviations from or additions to the terms of this Agreement must be in writing and will not be valid unless confirmed in writing by duly authorized officers of Xantrion and Client.

16 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This Agreement may be executed and delivered by facsimile transmission, by electronic mail in “.pdf,” or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed:  _____
Printed: Anne Bisagno _____
Title: President _____
Company Xantrion, Inc. _____
Date: August 31, 2023 _____

CITY OF SAN RAFAEL

By: _____
CRISTINE ALILOVICH, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

GENEVIEVE COYLE, City Attorney

EXHIBIT A

Addendum To The General Service Agreement Information Technology Services

**ADDENDUM TO THE GENERAL SERVICE AGREEMENT
INFORMATION TECHNOLOGY SERVICES**

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1 Summary Service Scope and Costs

Service Name	Description	Included Services
Core IT	Comprehensive IT support for your staff, Systems Administration, Remediation, Management and Maintenance.	✓
Systems Monitoring	IT infrastructure monitoring designed to detect non-functioning systems or services, in addition to conditions which may lead to instability or down time.	✓
Managed Backups	Backup of systems and data to protect against loss. Includes "Best Effort" disaster recovery for data stored in our repository.	✓
Managed Security Essentials	Fundamental security provisions and practices recommended for every organization	✓
Managed Security	A comprehensive security offering designed to meet the needs of organizations subject to regulatory oversight and compliance requirements, or with a strong need to protect sensitive data.	Consider for Future Implementation
Hosting	"Private Cloud" services designed to host critical business systems in highly-available redundant secure Datacenters, with locations in Denver and Salt Lake City.	Consider for Future Implementation
TOTAL	Monthly Recurring Costs (Section 15)	\$94,250

2 CORE IT

2.1 Description of Services

CORE IT is a comprehensive offering that includes technology support, administration, design, remediation, and maintenance, designed to provide the Client with:

- A secure and stable Information Technology environment with exceptional up time.
- A high level of employee technology support satisfaction.
- A competitive advantage.
- The lowest sustainable total cost of ownership.

CORE IT is provided at a fixed monthly cost and includes unlimited desktop and systems support.

2.2 Systems Administration

- User & Resource Management
 - Employee Onboarding and Termination
 - Hardware and Business Resource provisioning
 - Identity management and access control
- Server, Network Infrastructure, and Endpoint Management
 - Deployment, Administration, Troubleshooting, and Remediation
 - Purchasing & Warranty Management
 - Replacement of systems "In Kind," at end of life
 - Data Backup System management
- Application Management – Cloud or Server-Based
 - Deployment, Upgrades, Troubleshooting, & Remediation
 - License & Subscription Management
 - Vendor Coordination
- Cloud-Based Voice over IP Systems
 - Administration, including Moves, Adds, and Changes.
- Internet Connectivity
 - Vendor Management
 - Troubleshooting & Remediation
- Mobile Devices & Tablets
 - Business Email connectivity
 - Office 365 apps
 - Other business apps (e.g., iTrakIT, iRIMS, iAnnotate)

2.3 Endpoint Support

- Unlimited remote support services are provided to your staff, 24 x 7 x 365.
- On-site support, as required.

2.4 “Virtual Chief Information Officer” (vCIO) and Strategic Planning Services

The client will be assigned a Xantrion “vCIO,” whose core objective is to develop and maintain a business technology strategy that meets the business requirements and fosters growth.

Detailed Services include:

- Technology and Security Strategy and Advisement
- Quarterly Business Review meetings
- Business Continuity and Disaster Recovery Strategy
- Cyber Security Risk Assessment and Mitigation Strategy
- Budget Projections and Cost Management
- Service Delivery Oversight
 - Client Satisfaction Oversight & Reporting
 - Identification and Resolution of trends or systemic issues
 - Support Escalation
- Account Management, including agreement maintenance & resolution of billing matters
- Project Coordination and Management
- Incident Response Coordination

2.5 Limitations and Client Obligations

2.5.1 Services provided on a Time and Materials basis

- Physical relocation of Staff systems.

Ex: An employee wishes to move from one office location to another

- Support for custom software solutions, developed specifically for your firm, and not supported by a major vendor

Ex: Custom scripts, FileMaker Pro, and Access Databases are considered custom software solutions

- Office Moves and Rebuilds
- Business system or Infrastructure Projects that are being driven by new functionality or features

Ex: Cloud migrations, ERP, CRM, Accounting, or other Line of Business Application Implementation, Cloud VoIP phone migrations

- Audio/Visual Systems Setup

Ex: Deployment of a new videoconferencing solution, or assisting client guests with connectivity to projectors or displays

2.5.2 Warranties & Valid Support Agreements are Required

Except as otherwise agreed, supported equipment, including, but not limited to: servers, shared storage, firewalls, switches, wireless access points, desktop and laptops, must carry a valid warranty and support agreement for these devices to remain with Xantrion's support scope. All line of business applications must include a valid support agreement, and the appropriate licensing to ensure compliance.

2.5.3 Spare Equipment

We suggest maintaining spare staff systems to expedite setup and deployment in the event of an unexpected new hire or hardware failure. There is no additional monthly cost associated with the maintenance of spare endpoint systems.

2.5.4 Disaster Recovery

Recovery from outages caused by theft of systems or environmental events such as earthquakes, floods, fire or sprinkler system activation will be performed on a time and materials basis.

Clients wishing to reduce the risk of a disaster are encouraged to use cloud services or consider re-locating their systems to our secure data centers, as described in Section 7. For clients who maintain servers on-premise, we also offer Standby Server Hosting, described in Section 4.4, to reduce the time and cost associated with recovering from a disaster.

2.5.5 E-Discovery, Forensic and Breach Investigations

Clients are advised that services provided as part of a CORE IT agreement are not designed to capture information required to support a forensic investigation. See also the limitations described in Section 5.3.5.

2.5.6 Abuse / Sabotage

Notwithstanding other provisions, recovery from deliberate damage / sabotage to systems or data, either on-premise or in cloud, will be performed in accordance with the Time and Materials provisions of this agreement.

2.5.7 Support for Endpoints not Covered by this Agreement

Support for systems not covered by this agreement is limited to the configuration and troubleshooting of secure remote access to business systems.

Ex: Business email connectivity or Secure Remote Desktop.

Xantrion will not provide hardware support for these systems out of scope; any operating system-level or networking support required to establish secure remote connectivity to business resources will be provided on a Time & Materials basis.

2.5.8 Web Content Development

Xantrion does not manage web site content development or administration. We are happy to provide vendor recommendations for this purpose.

3 Systems Monitoring

3.1 Description of Services

Xantrion's Monitoring services are designed to improve the overall availability, stability, and performance of the Client's critical business systems.

Xantrion monitors key operating characteristics of the Client's designated systems and cloud solutions, in order to detect and address early signs of potential system instability or failure, and to quickly identify and remediate the points of failure, in the event that a system or service outage occurs. Xantrion maintains a history of operating data which can be used as a benchmark for "normal" operations and to aid in the troubleshooting process.

Note that while network breaches may be detected as a result of consequential anomalies in network operations, this service is not designed to provide intrusion detection or prevention and should not be relied upon for these purposes.

3.2 Monitoring systems

Xantrion's central monitoring systems are located in secure datacenters. Data is gathered from client operating environments, using a combination of probes and agents installed directly on servers and endpoints. Data is also gathered from additional sources external to the client environment to provide a comprehensive overview of system status. Examples of external monitoring include: round-trip email flow, RDS host availability, and Office 365 status.

3.3 Monitoring hours

Automated monitoring occurs 24 x 7 x 365. Engineers observe and remediate issues “live,” from 6 AM to 7 PM PST, Monday through Friday. On request, Xantrion can establish a limited number of alerts which will trigger a notification to our live After-Hours answering service. The answering service will then contact an available engineer off-hours, alerting them to the issue raised by the system.

3.4 Monitoring scope

The scope of Monitored Systems is dependent upon several factors, including client-specific requirements, capabilities of the monitoring services, and limitations of the systems being monitored. We recognize that client monitoring requirements are constantly changing as new systems are released and cloud services evolve. Our centralized monitoring systems are similarly evolving in terms of capacity and capabilities. Please discuss any specific monitoring needs with your vCIO, so that they may determine whether or not they can be met.

The list below provides a sample of services & systems we will attempt to monitor:

<ul style="list-style-type: none"> On Premises Systems Server hardware health Remote Server Management systems (DRAC / iLO) System resource utilization Disk utilization and I/O Warranty status Service availability Application level monitoring Active Directory SQL Exchange Internet Information Services UPS systems availability and battery health Networking devices System Resource Utilization Traffic Throughput 	<ul style="list-style-type: none"> Shared Storage RAID and Disk health LUN utilization SaaS, Websites & External Services Availability of Services Response times TLS/SSL certificate validity DNS resolution Expected page verification Synthetic email route trip testing Security Monitoring Antivirus health Windows patching health Privileged access groups changes Common account names monitoring Outboard firewall port blocking SFP monitoring
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3.5 Patch Management

Xantrion will manage patch deployment to systems, including servers, infrastructure devices, and endpoints, using our patch management solution.

Xantrion conducts a literature review of all critical and security operating system updates as they are released by Microsoft. Prior to general release, deployment is tested on Xantrion's systems and on systems that clients have asked to be included within our patching test group. Xantrion will identify and withhold any patches that are deemed problematic.

Approved patches are deployed monthly to workstations and laptop endpoints, and quarterly to servers.

3rd-party Application patching is provided for a select list of supported applications.

3.6 Thresholds & Monitoring Criteria

Xantrion leverages a set of alerting conditions and thresholds within the central monitoring solution that have been developed and tuned, through a combination of manufacturer's Best Practice recommendations, in addition to real-world conditions. These thresholds are designed with the stability, uptime and health of your systems in mind, and should not be customized.

3.7 Endpoint anti-virus and anti-malware management

Xantrion will manage the licenses, automated deployment, troubleshooting, and administration associated with the anti-virus and anti-malware solution, for all clients with a Core IT agreement, and for clients who have elected to bundle this offering with systems monitoring.

3.8 Client notification of monitoring alerts

If requested, Xantrion will copy any recipients that you designate on automated alert notifications. For urgent and impactful issues, an Engineer will attempt to reach you by phone. For all other issues, we will reach out via e-mail.

3.9 Alert remediation

Xantrion Engineers will attempt to contact Client for authorization before performing any remediation work outside of the standard Core IT agreement. If we are unable to contact you, we will use our best judgement in determining whether or to proceed without authorization. Examples of situations where we may act if we are unable to reach you could include:

- The affected system is covered under a CORE IT contract and therefore remediation work is included.
- E-mail system is completely down.
- Internet connectivity outage.
- Remediation of issues that are determined to be the direct result of managed patching.

3.10 Limitations and client obligations

The provisions listed in this section apply only to clients whose systems are not covered under a CORE IT agreement, or those with a “Monitoring-Only” Agreement.

3.10.1 Identification of Systems to be monitored

You will provide us with a list of systems and/or cloud services that you want us to monitor. For hardware systems on-premise, we require the following information:

- Device name
- IP address
- Hardware information (type, model, serial number)
- Administrative Login Credentials
- Physical location

3.10.2 Changes to monitoring

Requests to add or remove systems or devices from the monitored scope should be sent in writing to support@xantrion.com.

3.10.3 Advance notification of systems maintenance

We ask that you notify us in advance of planned maintenance that will impact services and system uptime, so that we can suspend monitoring and avoid “false alarms.”

3.10.4 Remediation of issues resulting from patching

Client acknowledges that Xantrion’s strategy for repairing an unstable system after patching may be, at our discretion, restoring from backup. Systems not covered by a CORE IT or Managed Backup agreement will be repaired on a time and materials basis.

4 Managed Backups

4.1 Description of Services

Xantrion will work with the Client to design a managed backup strategy that meets the business' Disaster Recovery and Data Retention requirements.

Services will include:

- Automated monitoring to ensure backups are completing successfully.
- Engineer review of backup-related alerts during the business day.
- Data retention as required by the Client (e.g. 30 days, 1 year, 7 years)
- Quarterly auditing of the backup selection lists and file restore testing.
- Annual test restores of a database or server critical to business operations.
- Remediation of any issues related to the managed backup solution.
- Restoration of files and servers as requested, subject to the limitations described in Sections 4.3 and 4.4
- Encryption of backup data "in transit" and "at rest" when replicating to Xantrion datacenters.
- Optional "cloud-to-cloud" backups for supported cloud services: e.g. Office 365
- An optional on-premises "backup appliance."

4.2 Recovery Point Objective

Servers are backed up nightly, by default.

4.3 Recovery Time Objective

Data recovery requests will be handled in a timely manner, with restore times being subject to a number of factors (ex: internet bandwidth, etc.) File recovery, dependent upon data size, can generally be performed immediately upon notification. Recovery of an entire server may take 24 hours or longer.

4.4 Standby Server Hosting

For clients storing backups in our datacenter, Xantrion maintains spare hosting capacity to allow for recovery in the event of a local disaster impacting client systems (ie: theft, earthquake, fire, flood)

- This operation can take 24 to 72 hours and is subject to the availability of resources.
- This agreement includes the cost of 1 month of hosting in our datacenters, should long-term failover be required.
- Xantrion has a client concentration in the San Francisco Bay Area. Resource availability is *not* sufficient to permit the immediate recovery of all clients in the event of a regional disaster.

- Xantrion offers secure server hosting (described in Section 7) for clients who wish to ensure business continuity in the event of local disaster.

4.5 System requirements

- Client systems must be compatible with Veeam, the backup software on which our platform is built.
- Client internet services must be sufficient to permit the nightly replication of critical business systems.
 - As a conservative rule of thumb, assume at a minimum that data will change 5% per day and that 5 GB of data can be moved off-site per day for every 1 Mb/s of available internet upload bandwidth capacity.

4.6 Effect of Termination

- Upon termination of the service agreement, unless otherwise requested, Xantrion will delete all copies of your data from our datacenter infrastructure.
- In the event of termination, requests to export backup archives (ie: removable storage media) will be fulfilled on a time and materials basis.

4.7 Estimating data backup costs

The client’s estimated monthly recurring costs associated with managed backups, calculated on a per-GB basis, are listed in Section 15.

The amount of data being held in aggregate by our hosted infrastructure is dependent upon several factors, including:

- The amount of data being protected
- Daily data change rate
- The degree to which original data can be compressed and deduplicated in the backups
- Retention periods

The table below provides a guideline to estimate the total amount of data you will store in our hosted backup infrastructure, based on the amount of data on your servers that we protect and your retention period.

Your actual costs may vary from these.

Retention period	GB of compressed data in the backups per GB of original data being protected		Off-site Storage Schema
	Typical case	High case	

30 days	1 : 1	2 : 1	Daily incremental backups for the first 30 days + 1 Full backup
90 days	2 : 1	3 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups
1 year	5 : 1	8 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 1 x Annual full Backup
7 Years	8 : 1	10 : 1	Daily incremental backups for the first 30 days + 3 x Monthly full backups 3 x Quarterly full backups 7 x Annual full backups

Example:

- Data stored on your systems: 1,000 GB
- Retention Period: 1 Year
- Estimated Data stored on our systems: 5,000 to 8,000 GB
- Cost per Stored GB Given in Section 14
- Total Monthly Cost Actual Data stored * Cost per stored GB

4.8 Limitations and client obligations

Clients must define data retention requirements and notify us of any changes to these requirements. Clients with systems not covered by a CORE IT agreement must identify which systems should be included in the scope of the backups.

Searches of electronic data, restoration of historical data for the purpose of legal investigations will be performed under the time and materials provisions of this agreement.

It is not feasible to ensure the backup of laptop and desktop systems with a high degree of confidence. Backups of laptop and desktop endpoints, if requested, are performed on a “Best Effort” basis. As a Best Practice, all sensitive data should be stored on server hardware or in a secure cloud environment.

5 Managed Security Essentials

5.1 Description of Services

Xantrion's Managed Security Essentials service helps clients achieve an enhanced cybersecurity posture and implement appropriate defensive safeguards to address common cybersecurity threats.

5.2 List of Services

The following services are included in Managed Security Essentials:

5.2.1 Security Awareness Training

End users may subscribe to Xantrion's standard security awareness training program. This program will consist of periodic email security testing and optional online video-based training.

5.2.2 Multi-Factor Authentication

Xantrion will supply and manage an approved multi-factor authentication system.

5.2.3 Mobile Application Management

Xantrion will supply and manage an approved mobile application management system.

5.2.4 Advanced Internet Filtering

Xantrion will deploy advanced internet filtering technology to laptops, extending internet filtering to these devices when they are outside the corporate network. Internet filtering includes the detection of malware and blocking of malicious domains.

5.3 Security Incident Response

5.3.1 Overview

Xantrion will assist our clients in responding to Security Incidents affecting their information systems within the limitations of existing agreements. Client Security Incidents are handled according to Xantrion's pre-defined Security Incident Response Policy.

Please see Section 5.4 regarding limitations on services provided pursuant to this provision.

5.3.2 Definitions

Security Event: Any observable change or occurrence in a system. Certain correlated events may become Security Alerts through automated analysis.

Security Alert: Notifications that a certain event or series of events have occurred. Alerts can be generated from automated systems or received in the form of user request to our service desk. Security Alerts may be escalated to become Security Incidents.

Security Incident: A single or series of security events that, as assessed by Xantrion, have a significant likelihood of threatening information security and impacting business operations.

Containment: Containment of a Security Incident are tasks performed by incident responders to limit the scope and impact of an ongoing Security Incident.

Recovery: Recovery from a Security Incident is the process of returning impacted systems to normal operation and removing artifacts of the incident from the system. (For example; removing malware and recovering data from backup). Recovery steps may include remediation of security vulnerabilities to prevent future incidents.

5.3.3 Classification and Prioritization

Xantrion classifies Security Alerts into 4 categories:

Category	Description
Insufficient Information	Xantrion does not have the required information to properly classify this alert. Additional information is required from the client to continue processing this alert.
Harmful	The alert is identified as an attack or attempted attack that may result in damage or unauthorized access to information systems. The cause of the alert has rendered the Client's infrastructure vulnerable or compromised. Harmful alerts are escalated as Security Incidents.
Harmless	The alert is identified as a known attack, attempted known attack or reconnaissance effort. The client's systems are not considered vulnerable or compromised.
False Positive	The alert may be falsely triggered, is informational, or has been determined to be benign.

Xantrion prioritizes Security Incidents, based on their functional, informational, and recoverability impact:

Priority	Description
High	The incident impacts critical business functions. Represents a high likelihood of impacting information availability or confidentiality or requires a significant recovery effort.
Medium	The incident impacts multiple users. Represents a medium likelihood of impacting information availability or confidentiality. Recoverability effort is expected to be less than 24 hours.
Low	The incident is limited in scope and does not significantly impact business operations. There is a low likelihood of impacting information availability or confidentiality the recovery effort is minimal.

5.3.4 Detection

Security Incidents are declared solely by Xantrion based a variety of sources including automated analysis and reports from end users. Xantrion will assess incoming Security Alerts to determine if a Security Incident is occurring or has occurred.

5.3.5 Notification

Xantrion will notify our clients within 24 hours after a High or Medium priority Security Incident has been declared within the environment.

5.3.6 Containment and recovery

For systems covered by CORE IT, Xantrion will perform all reasonable tasks to contain a Security Incident and once contained, recover systems to normal operation.

5.3.7 Post-Incident activity

An Incident Report will be produced by Xantrion for all High and Medium priority Security Incidents. The report will be limited to Xantrion’s involvement in the incident including: a summary of the incident, timeline of events, impact analysis, containment and recovery steps, root-cause analysis, and any additional recommended actions.

5.4 Limitations and Client Obligations

5.4.1 Disclaimer of Warranty

Information security and compliance is a wide-ranging discipline which requires the involvement from all parts of a business. Xantrion's expertise and this service are limited specifically to the technical cybersecurity aspects of a comprehensive information security program. It is important to understand that subscribing to this service alone does not guarantee compliance with any law or regulation nor guarantee the absolute security of your systems.

5.4.2 Data Security Responsibility

Client acknowledges and agrees that Xantrion does not provide legal services or warrant that the services or products provided or obtained on client's behalf will ensure client's compliance with any law, including but not limited to any law relating to safety, security or privacy.

5.4.3 Missing information

Client is responsible for providing missing information for alerts classified as "Insufficient Information". If client fails to supply such information Xantrion may send a reminder or close the alert.

5.4.4 Incident Response

It is the responsibility of the client to direct Xantrion's response to an incident according to their own policies and procedures, especially if evidence must be preserved, or a forensic investigation is expected. Clients are advised to maintain their own incident response plan including their own reporting requirements.

The primary goal of Xantrion's incident response service is to contain and recover from Security Incidents. Client is aware that Xantrion may take immediate action without notification to contain and recover from a detected incident. Certain containment and recovery actions may hinder future forensic investigations.

Xantrion's capabilities to assist with containment and recovery are limited for systems not covered by a CORE IT agreement. Containment of, and recovery from Security Incidents for these systems will be performed in coordination with the client on a best effort, time and materials basis.

5.4.5 Investigations

Clients are advised that services provided under Managed Security Essentials are not designed to capture information required to support a forensic investigation.

Investigation including root cause analysis, preservation of evidence, attempts to determine if information was accessed or exfiltrated by unauthorized actors, or to identify unauthorized actors will be performed on a best efforts, time and materials basis.

6 Managed Security

6.1 Description of Services

Xantrion's Managed Security service delivers a multi-layered cybersecurity solution tailored for small and medium businesses. The service is designed to aid clients in meeting regulatory compliance requirements and operating a secure computing environment.

Managed Security requires a Systems Monitoring agreement for all covered systems.

6.2 List of Services

The following services are included as part of the full Managed Security offering.

6.2.1 Cybersecurity Roadmap

Xantrion will provide access to our internally developed cybersecurity standards based on industry leading control frameworks. A gap analysis will be performed, at least annually, between our developed standards and current state including recommendations for improving the client's security posture.

6.2.2 Automated Security Analysis and Alert Management

Automated analysis will be performed on logs, system configurations, and other data points using metrics developed by Xantrion and its partners. Alerts will be triggered on specific pre-defined conditions and will generate a support ticket to be handled by Xantrion's Network Operations Center (NOC) or Service Desk.

6.2.3 Customized Security Awareness Training

Xantrion will customize a security awareness training program using the included training platform including phishing email exercises and video-based training.

6.2.4 Log Aggregation and Management

Xantrion will install a system to collect specific security logs from capable servers and network security devices. These logs will be stored for 30 days in a resilient and secure hosted location. Xantrion will provide and install necessary log collectors and configure supported systems to send logs. At the end of the retention period, log data will be permanently deleted on a first-in-first-out

(FIFO) basis. If this agreement is terminated for any reason, Xantrion will be relieved of its obligation to store client's log data. Retention beyond 30 days is available at additional cost.

6.2.5 Vulnerability Scanning and Management

Xantrion will scan Client's internal and internet facing hosts on a quarterly basis for devices covered by this agreement. The scan data will be used to identify known vulnerabilities and results summarized and delivered to client for review.

For systems covered by a CORE IT agreement, critical vulnerabilities will be scheduled for remediation. For systems not covered by a CORE IT agreement remediation can be performed on a time and materials basis.

6.2.6 Sensitive Data Discovery

Xantrion will scan client's network annually, or more often as mutually agreed, to discover locations where sensitive data, such as Personally Identifiable Information (PII), is stored. Results will be summarized and delivered to client for review.

6.2.7 Account Authentication Analytics

Xantrion will manage an approved authentication analytics system. The system is designed to detect abnormal account behavior which may indicate compromise.

6.2.8 Identity Access Management

Xantrion will manage an approved identity management system used to provide single-sign on capabilities between the client's identity provider and other systems.

6.2.9 Self-Assessment Support

Xantrion will provide support If client initiates or is requested to perform a self-assessment or complete a security questionnaire by a regulating agency, or partner. Included support is limited to responding to pre-formed questionnaires.

6.2.10 Quarterly Reporting

On a quarterly basis Xantrion will deliver a report describing the performance of services included in this agreement.

6.2.11 Annual Security Review

Xantrion will meet with the client on an annual basis to review their cybersecurity program. Topics for review during this meeting can include:

- Security Incidents
- Existing cybersecurity policies
- Latest security reports
- Exceptions to standards or recommendations

6.3 Limitations and client obligations

The following services can be performed according to the time and materials provisions of the General Service Agreement.

- New functionality added to existing systems, including new single-sign-on integrations.
- Vendor Assessments

7 Hosting

7.1 Description of Services

Xantrion will host your systems on Xantrion-owned assets, configured to provide a fault-tolerant operating environment for your critical systems.

7.2 Data location

Data is stored in secure DataCenter locations in the continental United States.

7.3 Service Level Agreement

See Section 7 of this document.

7.4 Effect of Termination

Unless otherwise agreed upon, all client data will be deleted from our hosting environment upon termination of this service.

Prior to termination, in order to ensure continuity of service, at no cost, we will make server images and / or data available to Client or Client's new service provider for migration to their systems.

We can perform a migration from our service to an alternate provider or provide copies of images on portable media on a time and materials basis.

8 Limitations applicable to all services

8.1 Support for End Users not covered by a CORE IT agreement

Support requests for end users not covered by a CORE IT agreement must be escalated to us by the client's internal IT team. Xantrion cannot take support requests directly from end users, themselves.

8.2 Policy Authoring, Audit, and Questionnaire Support

Assistance with the creation of Client's internal compliance and security policies, responses to third party audit requests for a detailed description of client's cybersecurity, business continuity and / or disaster recovery practices will be provided on a time and materials basis. E.G. regulatory examinations, ISO certification, SSAE audits, investor, insurance, or other due diligence requests.

9 Authorized Contacts

The Client will provide Xantrion with a list of individuals, including e-mail addresses and mobile phone numbers, who are authorized to approve access control requests, as defined in the "Support FAQs for Liaisons" document.

10 Phone and Email Support hours of operation

Our phones are answered live 24 x 7 x 365. Details of coverage as follows:

10.1 Phone Answer

- Phones are answered live by our Client Service Representatives from 6:00 AM to 7:00 PM PST, Monday through Friday, excluding normal holidays. Our CSRs will make every effort to connect you to an Engineer who can assist you immediately.
- If all Engineers are busy when you call, we can arrange for a scheduled call-back
- Calls received outside of the defined business hours will be taken by a third-party answering service who will then patch the call to an On-Call Engineer, for resolution.

10.2 E-mail processing

- For non-urgent issues and change requests, email support@xantrion.com
- Expect a response within 1 business day
- Do not e-mail if you need help immediately; please call

- E-mail requests are monitored during business hours, 9AM to 5PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

11 Rates for Services Outside of Scope

	Base Hourly rate
C Level	\$245/hr.
Engineer IV	\$220/hr.
Engineer III	\$195/hr.
Engineer II	\$170/hr.
Engineer I	\$145/hr.

- Business hours are 6:00 AM to 7:00 PM PST (M-F,) excluding traditional holidays.
- Work outside of business hours, or scheduled less than 1 day in advance, is charged at 1.5 times the applicable base hourly rate.
- Work is charged in fifteen (15) minute increments.
- The minimum site visit charge is four (4) hours of service.

12 Travel Expenses

- There is no charge for travel within our normal service area, defined as the 9 counties that make up the “Bay Area.”
- Client will be notified in advance of any travel or work outside of the Bay Area that will incur added costs.
- Travel Expenses associated with work outside of the Bay Area (including transportation, hotel stays, per diem food expenses) will be billed to the client at cost.
- Time associated with travel outside of the Bay Area will be billed at ½ of the applicable Base Hourly Rate.

13 Service Level Agreement

13.1 Response Time

13.1.1 Business-Critical issues

- For “business-critical” issues, or those that prevent a group of individuals from doing their work, Xantrion will make every effort to respond immediately. Your vCIO, if available, or a Xantrion manager, will coordinate the appropriate resources on the Xantrion side and provide you with a summary of impacted systems, a remediation plan and regular updates on progress.
- Xantrion will work the issue continuously until resolved, engaging Sr-level Engineering resources, subject matter experts, and vendors, as required.

13.1.2 Non-Urgent Issues and Change Requests

- For non-urgent issues and change requests, email support@xantrion.com
- Expect a response within 1 business day
- E-mail requests are monitored during business hours, 6AM to 6PM PST weekdays, excluding holidays. Messages received after hours are converted into a ticket that is assigned to an Engineer at the start of the next business day

13.2 Service Level Credits

For each thirty (30) minutes of downtime from the time we are notified (excluding scheduled maintenance,) Xantrion will issue a credit of five percent (5%) of the total Hosted Services, Systems Monitoring or Managed Backup Fees due to Xantrion for the month in which such Critical event occurred, not to exceed the total Hosted Services, Systems Monitoring or Data Backup Fees for such month.

Client is not entitled to a credit for downtime or outages resulting from circumstances beyond our control including, but not limited to, ransomware, denial of service attacks, virus attacks, or hacking attempts.

14 Client-Specific Provisions

None.

15 Costs and Service Detail

Type	Qty	Each	Total
Active Users	425	\$206	\$87,550
Managed SEIM	1	\$1,000	\$1,000
Backups TBs	57	\$100	\$5,700
Monthly Total			\$94,250
Annual Total			\$1,131,000

The price and employee counts will stay constant through the first year unless there are significant changes to the environment; significant defined as 10% or more of the monthly cost.

16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

Signed: 

Printed: Anne Bisagno

Title: President

Company Xantrion, Inc.

Date: August 31, 2023

CITY OF SAN RAFAEL

By: _____
CRISTINE ALILOVICH, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

GENEVIEVE COYLE, City Attorney

**City of San Rafael
In Recognition of
Indigenous People's Day 2023**

- WHEREAS, the City of San Rafael strives for diversity and acceptance, and seeks to uplift and uphold human rights and dignity within the City and neighboring areas; and
- WHEREAS, since Columbus Day 2015, at least 11 states and 129 cities in the United States have passed measures designating the second Monday in October Indigenous Peoples Day; and
- WHEREAS, historians have largely agreed that Columbus did not "discover" the Americas as Indigenous people were already here, nor was he the first European to reach the "New World"; and
- WHEREAS, the City of San Rafael recognizes that the Indigenous Peoples of the lands have lived on these lands since time immemorial; and
- WHEREAS, the community of San Rafael and the County of Marin where the City is located is built upon the traditional homelands of the Coast Miwok Peoples, who are now known as the Federated Indians of Graton Rancheria a sovereign nation and the only federally recognized Tribe of Marin County, comprised of Coast Miwok and Southern Pomo peoples; and
- WHEREAS, the recognition and acknowledgement of Indigenous People's Day would officially acknowledge the atrocities, genocide and ancestral land displacement inflicted upon the original inhabitants of the City of San Rafael through the California Missions and other systems of oppression by occupying Spanish, English, Russian, Mexican and American settlers; and
- WHEREAS, the recognition and acknowledgement of Indigenous People's Day would officially acknowledge and respectfully support the resistance, persistence, existence and living history of Indigenous people including the Federated Indians of Graton Rancheria; and
- WHEREAS, the United Nations Rights of Indigenous Peoples Declaration adopted in 2006 confirms the rights of Indigenous peoples to self-determination, recognizes subsistence rights and rights to lands, territories and resources; recognizes that Indigenous peoples deprived of their means of subsistence and development are entitled to just and fair redress, outlaws discrimination against Indigenous peoples, and promotes their full and effective participation in all matters that concern them, as well as their right to remain distinct and to pursue their own visions of economic and social development, and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael, do hereby proclaim October 9, 2023 as Indigenous Peoples Day and in doing so, urge all residents and community members to reflect upon the ongoing struggles of Indigenous people in our City, and to celebrate the thriving culture and value that the Federated Indians of Graton Rancheria who are present day Coast Miwok People add to our city, and encourage other businesses, organizations and public entities to recognize Indigenous People's Day.



A handwritten signature in blue ink, appearing to read "Kate".

Kate Colin
Mayor

City of San Rafael
Proclamation in Recognition of
Support of Cybersecurity Awareness Month

WHEREAS, the City of San Rafael recognizes that it plays a vital role in identifying, protecting its residents from, and responding to cybersecurity threats that may have significant impacts to our individual and collective safety and privacy; and

WHEREAS, critical infrastructure (i.e., financial services, educational institutions, energy, telecommunications, transportation, utilities, health care, and emergency response systems, etc.) is increasingly reliant on the support of information systems and technology; and

WHEREAS, cybersecurity education and awareness are crucial for everyone, including small businesses, financial institutions, schools, government agencies, non-profit organizations, home users, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and

WHEREAS, monitoring your accounts, being conscientious about what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing antivirus programs and firewalls, and using mobile devices and other internet-connected devices safely, are ways people and organizations can protect themselves from phishing, viruses, ransomware, other types of malware, financial loss, and loss of sensitive data; and

WHEREAS, the Mayor and City Council are dedicated to the implementation and success of Cybersecurity Awareness Month, to help the community of San Rafael stay safe online and connect with confidence.

NOW, THEREFORE, WE, the Mayor and City Council of San Rafael, do hereby proclaim the Month of October 2023,

Cybersecurity Awareness Month



Kate Colin
Mayor

**City of San Rafael
In Recognition of
Fire Prevention Week 2023**

- WHEREAS, Historically, one week every October is known as Fire Prevention Week and is intended to help raise awareness to the risks of various types of fires; and
- WHEREAS, this year, Fire Prevention Week will be held from Sunday October 8 to Saturday October 14; and
- WHEREAS, Fire Prevention Week was started by the National Fire Protection Association in 1922 to commemorate the Great Chicago Fire of 1871; and
- WHEREAS, the Great Chicago Fire burned between October 8th to October 10th. It killed over 300 residents and destroyed over 17,000 buildings with damages totaling \$4.484 billion in today's dollars; and
- WHEREAS, Fire Prevention Week is the longest running public health observance in our country; and
- WHEREAS, Fire Prevention Week teaches children and adults how to stay safe in the event of fire; and
- WHEREAS, residential fires are the leading cause of injury and death and can affect anyone regardless of age, gender, race, orientation, income level, religion or background; and
- WHEREAS, this year's fire prevention theme is, *Cooking Safety Starts with You! Pay Attention to Fire Prevention*; with a focus on educating the public about simple and important measures that can be taken to reduce the risk of fires caused by cooking; and
- WHEREAS, unattended cooking is the leading cause of home fires, fire injuries and fatalities, as such our elderly and vulnerable residents receive training and safety reminders before, during, and after Prevention Week, with additional emphasis on educational outreach on how to be Fire Safe within and outside the home.

NOW, THEREFORE, I, Kate Colin, Mayor of San Rafael, do hereby proclaim the week of October 8 through October 14, 2023 as Fire Prevention Week and in doing so, urge all residents and community members to take the steps, guidance, and measures necessary to prevent fires within the home.



Kate Colin
Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Alex Holm, Lieutenant

City Manager Approval:  _____

TOPIC: SPECIAL EVENT STREET CLOSURES

SUBJECT: RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF FOURTH STREET BETWEEN A STREET AND LOOTENS PLACE IN SAN RAFAEL FOR THE MILL VALLEY FILM FESTIVAL CLOSING PARTY

RECOMMENDATION: Adopt the resolution authorizing the temporary closure of Fourth Street between A Street and Lootens Place in San Rafael for the Mill Valley Film Festival Closing Party.

BACKGROUND:

The San Rafael Police Department (Police Department) received a special event application for the Mill Valley Film Festival Closing Party requiring a road closure.

California Vehicle Code section 21101(e) authorizes the City to adopt a resolution temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

ANALYSIS:

The Police Department reviewed the special event application for the Mill Valley Film Festival Closing Party.

Event producers are required to obtain an encroachment permit, fulfill insurance requirements indemnifying the City from liability associated with their events, and provide detailed information regarding the operation, logistics, and activities included in the events. The permitting process includes street closure diagrams and traffic control plans, which are used to develop internal plans.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

The Police Chief has the authority to approve special event permits if the applicants meet all the above conditions. The Police Chief recommends the adoption of the attached resolution authorizing the following temporary road closures:

- Event:** Mill Valley Film Festival
- Date(s):** Saturday, October 14 – Monday, October 16
- Location(s):** Fourth Street from A Street to Lootens Place
- Event Time:** Sunday, October 15, 7:00 p.m.- 10:00 p.m.
- Closure Time:** Saturday, October 14, 12:00 p.m. – Monday, October 16, 10:00 a.m.

Although the event is scheduled for a three-hour period on Sunday, October 15, there is significant infrastructure setup required by the event producer. Infrastructure includes, but is not limited to, traffic barricades, trash service, electrical tie-ins, portable toilets, a large tent, seating, and tables. Therefore, if approved, the closure would be from Saturday, October 14, at 12:00 p.m. to Monday, October 16, at 10:00 a.m.

COMMUNITY OUTREACH:

If approved, the applicants are required to conduct outreach to neighboring merchants, businesses, residents, and the public notifying them of the impacts of their event. The Police Department will utilize social media accounts to notify the public for traffic planning purposes of any street closures.

FISCAL IMPACT:

There is no fiscal impact to the police department associated with the proposed street closure. There are costs associated with the special event permit, and staffing considerations for the event which will be determined and negotiated with the applicant pursuant to the City’s Master Fee Schedule.

OPTIONS:

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

1. Adopt the resolution authorizing the specified special event temporary street closures.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt resolution authorizing the temporary closure of Fourth Street between A Street and Lootens Place in San Rafael for the Mill Valley Film Festival Closing Party.

ATTACHMENTS:

1. Resolution

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR THE MILL VALLEY FILM FESTIVAL CLOSING PARTY

WHEREAS, it is in the best interests of public health and safety to implement modified traffic plans and road closures for certain special events in San Rafael and nearby neighborhoods; and

WHEREAS, after reviewing plans for the proposed Mill Valley Film Festival Closing Party special event, City staff recommend that certain streets be closed to accommodate this special event for the safety and protection of persons who are to use that portion of the streets during the temporary closings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL HEREBY RESOLVES:

1. Pursuant to the authority of California Vehicle Code section 21101(e), the City Council hereby authorizes the temporary closure of streets in downtown San Rafael to accommodate the Mill Valley Film Festival Closing Party special event. This authorized road closure is necessary for the safety and protection of persons who are to use that portion of the streets during the temporary closings.
2. City staff in consultation with the Police Department shall determine the specific time periods for the temporary closures and give timely notice to the public of those time periods by signage and/or other appropriate means.


I, Lindsay Lara, City 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 held on the 2nd day of October 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk



Agenda Item No: 5.a
Meeting Date: October 2, 2023

SAN RAFAEL CITY COUNCIL AGENDA REPORT	
Department: Fire/Office of Emergency Services	
Prepared by: Quinn Gardner, Deputy Director of Emergency Management	City Manager Approval: 

TOPIC: CITY EMERGENCY OPERATIONS PLAN ADOPTION

SUBJECT: RESOLUTION ADOPTING THE CITY OF SAN RAFAEL EMERGENCY OPERATIONS PLAN

RECOMMENDATION:

Adopt resolution adopting the City of San Rafael Emergency Operations Plan.

BACKGROUND:

Local Emergency Operations Plans (EOP) are required by the California Emergency Services Act. EOPs are a guide for responding to natural and human-caused emergencies in which routine emergency services are overwhelmed or insufficient. The [FEMA Comprehensive Planning Guide 101 \(version 3\)](#) recommends reviewing and updating local Emergency Operations Plans every 5-7 years.

[Chapter 7.16](#) of the San Rafael Municipal Code (SRMC) requires that the City develop and maintain an emergency plan which is effective upon the adoption by resolution of the City Council. SRMC 7.16.020 requires the plan to provide for continuity of government, resource mobilization and management, and outline an emergency organizational structure.

In the summer of 2022, staff solicited bids for a contractor to update the City’s EOP. The City received four bids and selected Tamarack Management to complete the project based on their bid, flexibility, and recent and ongoing work with the County of Marin Office of Emergency Management.

The process to update the EOP began in September of 2022, with an initial planning team representing all City Departments and key Emergency Operations Center functions. Staff solicited feedback from key community groups and partners, including the San Rafael Community Response Team (CRT) early in the process.

ANALYSIS:

_____ **FOR CITY CLERK ONLY** _____

Council Meeting: _____

Disposition: _____

The proposed EOP complies with and is consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Federal Emergency Management Agency's (FEMA) standards on EOP organization for a local government entity. It establishes an emergency management organization, addresses the roles and responsibilities of government organizations, and provides a link to federal, state, tribal, and other local government agencies, nonprofit and community-based organizations, and private sector resources that may be activated to address and support disaster and emergency response in the City of San Rafael. It also includes succession planning for each Department Director to account for continuity of government and serves as the internal framework for the City's emergency operations.

The City of San Rafael Office of Emergency Services (OES), operated out of the Fire Department, is responsible for updating, maintaining, and distributing the City of San Rafael Emergency Operations Plan (EOP). The EOP is a living document designed for flexible use in reference and guidance. It will be reviewed periodically and/or following any significant incident or exercise to allow for continual improvement. A full review will occur in five to seven years.

The EOP will be available to all City of San Rafael departments, the County of Marin, other Marin Operational Area jurisdictions, special districts and political subdivisions, California Governor's Office of Emergency Services, and other partner organizations as necessary and upon request. Physical copies of the EOP are available at the Fire Department, and digital copies will be available on the [City website](#) and internal Sharepoint sites. All new EOC staff will be orientated to the EOP via onboarding, training, and exercises.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the Emergency Operations Plan.

OPTIONS:

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

1. Adopt resolution adopting the City of San Rafael Emergency Operations Plan.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt resolution adopting the City of San Rafael Emergency Operations Plan.

ATTACHMENTS:

1. City of San Rafael 2023 Emergency Operations Plan
2. Resolution

EMERGENCY OPERATIONS PLAN (EOP)

BASE PLAN

CITY OF SAN RAFAEL



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Land Acknowledgment

A Land Acknowledgment is a formal statement that recognizes the history and legacy of colonialism that impacted Indigenous Peoples, their traditional territories, and practices. It is a simple, powerful way of showing respect and a step toward correcting past practices and honoring truth.

This land acknowledgement is provided by the Federated Indians of the Graton Rancheria. Outside of the acknowledge the partnership and work continues with the tribe to take actions that are most important to them.

We acknowledge that the present day City of San Rafael is traditionally home to the Coast Miwok people many of whom today are tribal citizens of the Federated Indians of Graton Rancheria. We thank the original care takers of this land and honor their continuing involvement in stewardship practices that benefit us all.

DRAFT

Promulgation Statement

The City of San Rafael Emergency Operations Plan (EOP) serves as a basis for response to any hazard that threatens the City of San Rafael and as a legal and conceptual framework for emergency management. The EOP provides guidance and direction for those with emergency management responsibilities within the City of San Rafael to successfully respond to the Whole Community, including residents, visitors, businesses, those with access and functional needs (AFN), and traditionally underserved and marginalized communities.

The EOP complies with and is consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Federal Emergency Management Agency's (FEMA) standards on EOP organization for a local government entity. It establishes an emergency management organization, addresses the roles and responsibilities of government organizations, and provides a link to federal, state, tribal, and other local government agencies, nonprofit and community-based organizations, and private sector resources that may be activated to address and support disaster and emergency response in the City of San Rafael.

Before its issuance, the EOP was reviewed by City of San Rafael department representatives, the Marin County Office of Emergency Management, and those assigned primary responsibilities for managing and implementing emergency functions.

This promulgation is effective upon its signing and shall remain in full force and effect until amended or rescinded by further promulgation. The promulgation of the EOP further affirms the City of San Rafael's support for emergency management and a safe and resilient community for the Whole Community.

Name:

Date:

City Manager

City of San Rafael

Approval and Implementation

The preservation of life, relief of human suffering, restoration of services, and preservation of property, the environment, and local culture and heritage is an inherent responsibility of the government. The City of San Rafael is dedicated to the principle that the safety and security of its residents are contingent on the continuity of public services before, during, and after an emergency or disaster strikes. The City of San Rafael Emergency Operations Plan (EOP) provides a comprehensive approach to managing incidents of all types.

The authority for emergency management in the City of San Rafael rests with the Director of Emergency Services¹. The City of San Rafael Municipal Code provides the Director of Emergency Services² with authority to direct cooperation between and coordination of services and staff of the emergency organization of the City of San Rafael and resolve questions of authority and responsibility that may arise between them.

The EOP is developed and maintained by the City of San Rafael Office of Emergency Services (OES) and describes the principles and methods to be applied in emergency operations or rendering mutual aid during emergencies. The EOP was prepared under the oversight of the Deputy Director of Emergency Services to implement and maintain a viable all-hazards response capability and to establish a comprehensive approach to managing emergencies. OES is authorized to develop, update, and maintain the EOP.

The EOP can and should be used in collaboration with other planning documents and tools, including but not limited to the Emergency Operations Center Handbook, hazard specific playbooks, and the Marin County EOP and supporting annexes.

The EOP and its supporting content supersede all previous versions and other iterations of this plan. The EOP shall be effective immediately.

¹ https://library.municode.com/ca/san_rafael/codes/code_of_ordinances?nodeId=TIT7EMSE_CH7.08DICO_7.08.020DUPOSC

² https://library.municode.com/ca/san_rafael/codes/code_of_ordinances?nodeId=TIT7EMSE_CH7.08DICO_7.08.020DUPOSC

Plan Concurrence

Date: _____

The City of San Rafael Emergency Operational Plan (EOP) is an all-hazards framework for coordinating emergency response and recovery operations within the City of San Rafael during and after an incident, disaster, or planned event.

This statement confirms that the EOP has been reviewed and concurred by departments and stakeholders within the City of San Rafael. The emergency management organization of the City of San Rafael is rooted in an all-hazards, Whole Community approach. The Whole Community Approach, as outlined in FEMA document 104-008-1 (December 2011), includes all residents, visitors, businesses, and employees, and those with access and functional needs and other diverse populations. As outlined in the EOP, planning for the Whole Community is a priority for the City of San Rafael.

The EOP enhances the City of San Rafael's response capabilities and uses the standards found in the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS). The EOP is a living document designed for flexible use in reference and guidance. Continued revision and validation of the EOP will continue to enhance the ability of the City of San Rafael to save lives and relieve human suffering of the Whole Community during and after a disaster.

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Record of Distribution

The City of San Rafael Office of Emergency Services (OES) is responsible for updating, maintaining, and distributing the City of San Rafael Emergency Operations Plan (EOP). The Deputy Director of Emergency Management will make the EOP available to all City of San Rafael departments, the County of Marin, other Marin Operational Area (Marin OA) jurisdictions, special districts and political subdivisions, California Governor’s Office of Emergency Services (Cal OES), other partner organizations as necessary, and upon request. Physical copies of the EOP are available at OES, and digital copies are available on the Fire Department website.

Personnel with a role in executive leadership, coordination and management, and operational implementation of emergency procedures have reviewed this plan. They agree with the content of this plan and their role in responding to an emergency, as outlined in the EOP. City of San Rafael departments and partner organizations are encouraged to maintain access to this plan.

City Department/ Organization	Date Received	Number of Copies
City Clerk		
City Attorney		
City Council		
City Manager		
Community Development		
Digital Services and Open Government		
Economic Development		
Fire Department		
Finance		
Human Resources		
Library and Recreation		
Parking Services		
Police Department		
Public Works		
Sanitation District (San Rafael)		
Sustainability		
County of Marin OEM		
Cal OES		

Table 1: Record of Distribution

Record of Changes

Any approved additions or modifications to the City of San Rafael Emergency Operations Plan (EOP) are documented and noted in the table below. After any change to the EOP, the Office of Emergency Services (OES) ensures that the updated version is distributed to all departments, agencies, and individuals listed on the Record of Distribution and that the revised plan is uploaded to any shared sites and webpages where the EOP resides.

Change Number	Date of Change	Section	Summary of Change	Change Made By (Title and Name)

Table 2: Record of Changes

Executive Summary

The City of San Rafael Emergency Operations Plan (EOP) is an all-hazards conceptual framework for the management of incidents, disasters, and planned events within the City of San Rafael. The EOP addresses the response to and short-term recovery from incidents, disasters, and planned events, provides an overview of each phase of the disaster cycle (mitigation, preparedness, response, and recovery), and aims to improve the capability of the City of San Rafael to understand and act on a holistic approach to the disaster cycle.

This plan describes the basic emergency response organization and assigns responsibilities for various emergency tasks but does not specify how each department will respond to an emergency. The EOP does not replace but supplements existing emergency procedures by defining the relationships between departments and agencies to build a unified response structure.

The EOP incorporates and complies with the principles and requirements found in state and federal laws, regulations, and guidelines. It incorporates the California State Emergency Plan and Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101.³ Following Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) guidance, this plan incorporates the use of the Incident Command System (ICS), mutual aid, the Operational Area concept, multi-agency, and interagency coordination.

The emergency management organization of the City of San Rafael is rooted in an all-hazards, Whole Community approach. This includes ensuring that the needs of diverse populations, including those with access and functional needs (AFN) and traditionally underserved and marginalized communities, are integrated into all phases of the disaster cycle and all components of the EOP and other relevant emergency plans. The City of San Rafael is committed to including the Whole Community in the planning process to help ensure the response and recovery strategies reflected in the EOP are reflective of the entire City of San Rafael.

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³ https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

1. Introduction

1.1. Purpose

This Emergency Operations Plan (EOP) is the primary guide for all emergency operations within the City of San Rafael. This plan describes the primary emergency response organization and assigns responsibilities for various emergency tasks. This EOP also provides a legal and conceptual framework for more specific functional appendices describing the chronology, practices, and personnel employed in emergency functions.

The directions, guidance, and other information in this EOP are intended for any individual or group with a role in emergency management functions within the City of San Rafael. This may include elected and appointed officials; local government employees; federal, state, and tribal government partners; businesses; faith-based and community-based organizations; mutual aid response personnel; other nonprofits; and schools and academia.

This plan satisfies the following emergency management program goals and requirements for the City of San Rafael:

- Meets a state requirement to create and maintain an EOP as described in the California Emergency Services Act.⁴
- Provides information on the City of San Rafael emergency management structure and how the City of San Rafael Emergency Operations Center (EOC) is activated.
- Specifies policies, roles, resources, and practices of the City of San Rafael and partner agencies as they conduct work before, during, and after an emergency.
- Sets forth lines of authority and organizational relationships and shows how actions will be coordinated.
- Assigns responsibility to organizations and individuals for carrying out specific actions that exceed routine duty at projected times and places during an emergency.
- Describes the principles and methods for carrying out emergency operations or rendering mutual aid during emergencies.
- Acknowledges the City of San Rafael's adoption of California's Standardized Emergency Management System (SEMS)⁵, Incident Command System (ICS)⁶, and National Incident Management System (NIMS).⁷
- Delivers preparedness, planning, response, and recovery resources that serve the specific needs of traditionally underserved and marginalized communities, including those with access and functional needs (AFN).
- Provides inclusive and culturally competent response and recovery services to ensure equity for diverse populations.⁸

This plan accomplishes the following:

- Establishes the emergency management organization necessary for response to any emergency, disaster, or planned event exceeding the capacity of normal resources impacting the City of San Rafael.

⁴ <https://www.caloes.ca.gov/LegalAffairsSite/Documents/Cal%20OES%20Yellow%20Book.pdf>

⁵ <https://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/standardized-emergency-management-system>

⁶ <https://training.fema.gov/emiweb/is/icsresource/assets/ics%20review%20document.pdf>

⁷ <https://www.fema.gov/emergency-managers/nims>

⁸ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=8593.3.&lawCode=GOV

- Establishes the overall operational concepts associated with the management of emergencies.
- Provides a flexible platform for planning and response to all hazards and emergencies likely to impact the City of San Rafael. It applies to various anticipated emergencies, including earthquakes, wildland/urban interface fires, floods, terrorist attacks, tsunamis, severe storms, and public health emergencies or other biological incidents. The City of San Rafael also maintains stand-alone appendices, plans, and standard operating procedures (SOPs) that supplement this plan to address those and other hazards. These appendices are intended to be used in conjunction with this Base Plan.

1.2. Scope

This plan defines and guides emergency management activities before, during, and after an incident, disaster, or planned event for all involved individuals and agencies within the City of San Rafael. This includes all jurisdiction departments, elected officials, response agencies, special districts, community organizations, and private sector entities with emergency management responsibilities. The EOP is designed to be flexible, scalable, and adaptable based on the size and complexity of the incident, disaster, or planned event.

This EOP incorporates and complies with the principles and requirements found in state and federal laws, regulations, and guidelines. It incorporates the California State Emergency Plan and Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101.⁹ It is designed to conform to the requirements of SEMS, as defined in the Government Code of the State of California Section 8607(a)¹⁰ and Title 19, California Code of Regulations (CCR), Division 2, Chapter 1, and NIMS.

Individuals and organizations operating within the City of San Rafael are expected to execute this plan with maximum coordination and should familiarize themselves with their respective roles as outlined within the EOP.

1.3. Whole Community and Equity

While every person is vulnerable to the impacts of disasters, individuals from diverse backgrounds, individuals with AFN, and traditionally underserved and marginalized communities are often disproportionately more susceptible and may be at a higher risk to the impacts of disasters. By utilizing a Whole Community approach to emergency management, the City of San Rafael Base Plan and all associated planning documents are intended to ensure policies, program services, and communications equitably serve all individuals and diverse and disproportionately impacted populations who reside in, work in, or visit City of San Rafael. In addition to meeting the California Governor's Office of Emergency Services (Cal OES) requirements and in alignment with federal best practices, a rigorous Whole Community planning process strengthens community relationships within City of San Rafael.¹¹ The Whole Community approach is not only reflected in the planning and review process for this EOP (for more

⁹ https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

¹⁰ [https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=8607.#:~:text=\(a\)%20The%20Office%20of%20Emergency,use%20by%20all%20emergency%20response](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=8607.#:~:text=(a)%20The%20Office%20of%20Emergency,use%20by%20all%20emergency%20response)

¹¹ https://www.fema.gov/sites/default/files/2020-07/whole_community_dec2011_2.pdf

information on the EOP planning and review process, see the Plan Development and Maintenance Section), but also in the operational approaches and communications strategies found within the document itself. The City of San Rafael provides inclusive, equitable and just program service development, delivery, and assessment.

This document and corresponding appendices reflect the following considerations:

- Integration of cultural competency into emergency communications, emergency planning and preparedness, mitigation, prevention, response, and recovery activities.¹²
- Considerations for populations with access and functional needs (AFN) and traditionally underserved and/or marginalized communities into emergency planning and outreach, response, and recovery activities.^{13,14}
- All personnel carrying out disaster or emergency assistance functions, including the distribution of supplies, the processing of applications, and other relief and assistance activities, perform their work in an equitable and impartial manner, without discrimination on the grounds of race, religion, sex, color, age, economic status, physical and sensory limitations, sexual orientation, gender identify or expressions, marital status, immigration status, military or veteran status, or national origin.¹⁵
- The CMIST (Communication, Maintaining Health, Independence, Services and Support, Transportation) Framework is a recommended, flexible, cross-cutting approach to defining at-risk individuals to address a broad set of common access and functional needs irrespective of specific diagnoses, status, or labels (e.g., pregnant women, children, and elderly).¹⁶ The City of San Rafael utilizes the CMIST Framework when planning for the Whole Community is response and recovery operations.
- In 2021, FEMA released its first ever Equity Action Plan, developed by the Office of Equal Rights in collaboration with FEMA program offices. The Equity Action Plan aims to support not only FEMA but state and local partners in increasing equity through Public Assistance and Individual Assistance programs by

Cultural Competency

Cultural competency is defined as the ability to understand, value, communicate with, and effectively interact with people across cultures to ensure that the needs of all community members are addressed.

Examples of activities that reflect cultural competence include the integration of interpreters and translators into emergency communications; evacuation and sheltering planning for culturally diverse populations; incorporating culturally diverse opinions in mitigation and disaster recovery planning; and utilizing culturally appropriate resources and outreach techniques for increased community preparedness.

The City of San Rafael is inclusive of the traditionally underserved and/or marginalized communities through all phases of the disaster cycle.

For example, this EOP was developed to be accessible to those with assistive technology devices as well as with considerations for those with color blindness. The City of San Rafael also incorporates emergency communication, evacuation, and sheltering resources that are compliant with the federal Americans with Disabilities Act of 1990 for individuals with access and functional needs.

¹² https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=2019202005B160

¹³ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=8593.3.5.&lawCode=GOV

¹⁴ <https://www.ada.gov/pubs/adastatute08.htm>

¹⁵ <https://www.law.cornell.edu/cfr/text/44/206.11>

¹⁶ <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

directing resources to eliminate disparities in outcomes following a disaster.¹⁷

- The California Animal Response Emergency System (CARES) was developed in 2006 and established a system for the state support and operational guidance for the evacuation and sheltering of livestock and companion animals.¹⁸ The Pet Evacuation and Transportation Standards (PETS) Act of 2006 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure that state and local government EOPs address the needs of individuals with household pets and service animals after a disaster. The PETS Act is operational when a federal disaster declaration is made and can provide reimbursement for allowable, documented services used in the declared emergency. Eligible costs related to pet evacuations and sheltering is in FEMA's Public Assistance Program and Policy Guide (PAPPG). Costs related to the evacuation and sheltering of companion animals may also be eligible for reimbursement under the California Disaster Assistance Act (CDAA).¹⁹

Fostering a Whole Community approach not only establishes relationships that facilitate more effective mitigation, preparedness, response, and recovery activities, but also leads to increased individual and collective preparedness.

1.4. Assumptions

The following assumptions were deemed necessary during the development of this plan:

- Any extraordinary set of circumstances that meets the definition of "State of Emergency" under state law is referred to in this plan as an "emergency." The terms "disaster" and "emergency" are considered synonymous. These terms are not meant to replace the formal definitions of "emergency," "major disaster," and "catastrophic incident" as defined by federal doctrine. Additional definitions can be referenced in the Glossary of Terms section of this EOP.
- "Planned event" includes large events or mass gatherings within the City of San Rafael which may require additional surge resources and/or City of San Rafael Emergency Operations Center (EOC) support to manage the safety and security needs of the event. Examples of planned events may include county fairs, music festivals/concerts, elections, or parades.
- The City of San Rafael is primarily responsible for emergency actions and will strive to commit available resources to save lives, relieve human suffering, sustain survivors, restore services, protect property and the environment, and preserve local culture and heritage.
- Normal systems of public health and safety response will respond according to their respective SOPs. The focus of this plan is to provide a high-level framework that governs all emergency operations within the City of San Rafael.
- A major disaster can occur at any time or place. Dissemination of warning to the public and the implementation of readiness measures may be possible. However, emergency situations may develop with little or no warning.
- All agencies, personnel, and external jurisdictions and special districts responding to an incident, disaster, or planned event will do so in a manner consistent with SEMS and NIMS, and all response operations will occur at the lowest possible level of government.

¹⁷ https://www.fema.gov/sites/default/files/documents/fema_equity-action-plan.pdf

¹⁸ <https://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/california-animal-response-emergency-system>

¹⁹ https://www.fema.gov/pdf/conferences/iaconference/2010/wednesday_830am_household_pets_intro_1.pdf

- Agencies, including the City of San Rafael, will exhaust or expect to soon exhaust resources available to them before asking for outside assistance.
- Mutual aid will be requested when disaster response and recovery requirements exceed the City of San Rafael's ability to meet them.
- City of San Rafael will participate in the Marin Operational Area (Marin OA) coordination of emergency management activities.
- The City of San Rafael realizes that policies and plans can have unintended or adverse impacts. It is the goal of this plan to limit these impacts and strive to create a culture that allows for diversity, equity, and inclusion through all aspects of emergency management in the City of San Rafael.
- The response to all incidents, disasters, and planned events must be supported by the participation of diverse communities during the preparedness and response planning phases to ensure equity and inclusion.

DRAFT

2. Situation

The City of San Rafael is located 17 miles north of San Francisco in the North Bay Region of the San Francisco Bay Area. The City is the county seat for Marin County and is boarded by San Anselmo and Ross to the west; Larkspur and Corte Madera to the south; Marinwood and Novato to the north, and the San Francisco Bay to the east. San Rafael spans 16 square miles and has a wide diversity of natural habitats ranging from forests to marshlands. San Rafael has 30 neighborhoods and an eclectic downtown business district. The city has a Mediterranean climate with summer high temperatures in the 80s°F and winter lows in the 40s°F. The City of San Rafael is located on the traditional lands of the Coast Miwok people.

San Rafael has two highways within its city limits, U.S. Route 101 running north and south, and Interstate 580 running east. San Rafael is located in the California’s Governor’s Office of Emergency services (Cal OES) Coastal Administrative Region and Cal OES Mutual Aid Region II.

The U.S. Census Bureau recorded a population of 61,271 for San Rafael in 2020. Within the city, a majority (56.5%) of residents identify as White (not Hispanic or Latino). About 31% of residents identify as Hispanic or Latino; 7% as two or more races; 6% as Asian; 1% as Black or African American; less than 1% as American Indian and Alaska Native; and less than 1% as Native Hawaiian.²⁰ A summary of San Rafael population statistics compared to the entire County of Marin can be seen in the table below.

Population Fact ²¹	San Rafael	County of Marin
Population (2020 Census)	61,271	262,321
Persons under 5 years	4.6%	4.5%
Persons under 18 years	20.1%	19.8%
Persons 65 years and older	20.7%	23.0%
Language other than English spoken at home, percent of persons age 5+ (2016-2020)	35.1%	21.1%
High school graduate or higher, percentage of persons age 25+ (2016-2020)	86.5%	93.6%
Owner-occupied housing unit rate (2016-2020)	49.4%	63.6%
Median value of owner-occupied housing units (2016-2020)	\$975,500	\$1,053,600
Rental unit rate (2016-2020)	50.6%	36.4%
Persons per household (2016-2020)	2.41	2.41

²⁰ https://www.census.gov/quickfacts/fact/table/sanrafaelcitycalifornia/PST045221?_lang=en

²¹ https://www.census.gov/quickfacts/fact/table/sanrafaelcitycalifornia/PST045221?_lang=en

Per capita income past 12 months (in 2020 dollars) (2016-2020)	\$57,290	\$74,446
Persons in poverty	11.4%	6.0%

Table 3: City of San Rafael Population Statistics

2.1. Hazard Analysis Overview

The City of San Rafael is vulnerable to several hazards, all of which have the potential to disrupt the community, cause casualties, and damage or destroy public or private property. The City of San Rafael faces threats from widespread hazards including floods, drought and agricultural emergencies, winter storms, hazardous materials (HazMat) spills, and earthquakes. Additionally, the City of San Rafael faces an increasing threat of wildfire and extreme temperatures, including impacts on the population from Public Safety Power Shutoffs (PSPS) and California Independent System Operator (CAISO) driven rotating power outages.

The City of San Rafael participated in the development and adoption of the Marin County Multi-Jurisdiction Local Hazard Plan in 2018, and is participating in the 2023 update. This document provides an overview of the most relevant hazards that are applicable to the entire Marin Operational Area (Marin OA). A summary of hazards identified and screened by the Marin County Multi-Jurisdiction Local Hazard Mitigation review committee provided in the table below. Additional hazards that affect the both the Marin OA and the City of San Rafael but are not included in the Marin County Multi-Jurisdiction Local Hazard Mitigation Plan due to the age of the document are included in the table with an asterisk (*). Additional information regarding hazards can be found in the Marin County Multi-Jurisdiction Local Hazard Mitigation Plan, published separately.²²

Hazard ²³	Declared Emergency or Disaster in San Rafael Since 1970
Cyber Threat	
Drought	State
Earthquake	Federal
Energy Disruptions* (PSPS & CAISO outages)	
Fire Threat	State and Federal
Flood	State and Federal
Landslide/Debris Flow	Federal
Levee Failure	
Pandemic	State and Federal
Severe Storm	State and Federal
Tsunami	

Table 4: Priority Hazard Overview

²² <https://www.marinwatersheds.org/sites/default/files/2020-07/Marin%20County%20Multi-Jurisdictional%20Local%20Hazard%20Mitigation%20Plan%202018.pdf>

²³ Ibid

Hazards that pose the greatest threat to the City of San Rafael are profiled below. Due to the increased threat of drought and energy disruptions since the publishing of the Marin County Multi-Jurisdictional Local Hazard Mitigation Plan, these hazards are also outlined. Hazards are profiled in alphabetical order.

Cyber Threat



With increasing reliance on online systems and remote work capabilities, San Rafael faces cyber threats from hackers seeking unauthorized access to computer networks to install ransomware, steal personal information, obtain fraudulent payments, and disrupt government operations.²⁴ Although the City of San Rafael has not experienced a significant cyber security breach, local governments like San Rafael, are targets of opportunities for cybercriminals.²⁵

Drought



At the time the San Rafael EOP was published, the city, along with the County of Marin, was in the midst of a historical drought after multiple very dry winters in a row.^{26,27} In recent years, droughts have occurred with increased frequency and duration, impacting human consumption, agricultural and hydroelectric production, and other economic drivers. Unlike most cities and counties in California, San Rafael does not import or export water through the Central Valley State and federal water projects. The water utility serving San Rafael, Marin Municipal Water District (MMWD), however, does import water from Sonoma County, which can affect the City during drought conditions. Notably, in 2021 following several years of low rainfall, the MMWD enacted water conservation measures to attempt to reduce water consumption by up to 40%.^{28,29}

Earthquake



Although earthquakes occur less frequently than other hazards, they account for the greatest combined losses (deaths, injuries, and damage costs).³⁰ Earthquakes can cause direct damage in several ways including fault rupture, earth shaking, landslides, liquefaction, and tsunamis. Indirect effects may include hazardous material spills, fires, utility failure, dam failure, and damage to transportation infrastructure.

The potential for earthquake damage within the city exists due to a combination of the number of active faults near the city and the presence of soils vulnerable to liquefaction. The active faults that are most significant to San Rafael are:

- **San Andreas Fault:** The San Andreas Fault traverses Marin County running north and south in the western quarter of the County. It enters Marin on the Pacific Coast near Bolinas, follows the path of Highway 1 and Tomales Bay, exiting Marin in the Pacific Ocean just west of Dillon Beach.
- **Hayward Fault:** The eastern, most heavily populated part of Marin County is less than ten miles from the northern section of the Hayward fault.

²⁴ <https://www.marincounty.org/-/media/files/departments/gj/reports-responses/2019-20/cyberattacksagrowingthreattomaringovernment.pdf?la=en>

²⁵ <https://www.marincounty.org/-/media/files/departments/gj/reports-responses/2019-20/responses/cyberattacks-a-growing-threat-to-marin/cyber--city-of-san-rafael.pdf?la=en>

²⁶ <https://droughtmonitor.unl.edu/CurrentMap.aspx>

²⁷ <https://emergency.marincounty.org/pages/drought>

²⁸ <https://www.marinwater.org/sites/default/files/2021-04/Ordinance%20No.%20449.pdf>

²⁹ <https://nmwd.com/emergency-water-conservation-ordinance-41-amended-for-novato-service-area/#:~:text=The%20Amended%20Ordinance%2041%20now,non%20Dessential%20water%20use%20prohibitions.>

³⁰ <https://www.marinwatersheds.org/sites/default/files/2020-07/Marin%20County%20Multi-Jurisdictional%20Local%20Hazard%20Mitigation%20Plan%202018.pdf>

- **Rodgers Creek Fault:** The northern part of Marin is less than ten miles from the Rodgers Creek Fault.

Energy Disruptions



Energy grid disruptions may occur for several reasons, including severe weather and preventative blackouts due to high winds and the threat of wildfire. Disruptions to the energy grid have life-threatening impacts for those who rely on medical equipment which requires electricity.

In recent years, both Public Safety Power Shutoff (PSPS) events, “fast-trip” outages, and California Independent System Operator (CAISO) driven rotating power outages have become increasingly frequent. During a PSPS, Pacific Gas & Electric (PG&E), the primary electric provider for the Bay Area shuts off power during high winds to help prevent wildfires. Notably, in 2018 the entire county was affected by a PSPS resulting in no power over the course of six days due to the occurrence of several weather events and a wildfire in Sonoma occurring in close succession.³¹ Many PG&E power lines also have a “fast-trip” sensor designed to cut power as a wildfire mitigation if the line experiences any short or surge, such as from a falling tree limb. The sensors, however, caused over 500 unplanned outages across California lasting hours or days in the first four (4) months of operation.³² Similarly, the CAISO may enact relatively short power outages lasting a few hours at a time that alternate through communities when the demand on the energy grid is higher than the available supply of power.³³

Fire Threat



Threats from wildfire pose a significant risk to human life and property in San Rafael’s densely populated wildland urban interface (WUI). Because of the mix and density of structures and natural fuels combined with limited access and egress routes, fire management is more complex in WUI environments. In San Rafael, many of the access roads within the WUI are narrow and winding and are often on hillsides with overgrown vegetation, making it more difficult and costly to reduce fire hazards, fight wildfires, and protect homes and lives in these areas. An assessment of the wildland fire threat undertaken by CAL FIRE identified San Rafael as having moderate to very high fire hazard severity zone ratings.^{34 35}

Flood



A flood occurs when the existing channel of a stream, river, canyon, or other watercourse cannot contain excess runoff from rainfall, resulting in overflow onto adjacent lands. In coastal areas, flooding may occur when strong winds or tides result in a surge of seawater into areas that are above the normal high tide line. Floods have the potential to cause injuries and death, damage structures, disrupt utilities, and isolate communities. San Rafael is primarily susceptible to flooding during the winter months when it receives most of its rainfall. Flooding in San Rafael can be significant when heavy rain coincides with high tides. Areas in San Rafael with a significant history of flooding are listed in the table below.

³¹ https://www.pge.com/pge_global/common/pdfs/safety/emergency-preparedness/natural-disaster/wildfires/PSPS-Report-Letter-10.26.19.pdf

³² <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/safety-and-enforcement-division/documents/batjer-letter/cpuc-president-batjer-letter-to-pge-re-fast-trip-oct-25-2021.pdf>

³³ <http://www.caiso.com/Documents/Rotating-Power-Outages-Fact-Sheet.pdf>

³⁴ https://firesafemarin.org/wp-content/uploads/CWPP_2020_Final_1-4-2021_FSM_published.pdf

³⁵ <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/fire-plan/communities-at-risk/>

Name	Areas of Possible Flooding
Central San Rafael Basin	San Rafael Canal/Creek neighborhoods Portions of the Downtown corridor, especially under the freeway B Street near the Community Center and Safeway
Southeast San Rafael	Canal/Spinnaker Point/Bay Point residential areas Areas around the I-580 corridor, especially adjacent to Francisco Blvd.
San Pedro Peninsula	Low-lying areas of Peacock Gap Low-lying areas of the Glenwood neighborhood Portions of residential neighborhoods bordering the Bay
North San Rafael	Greater Gallinas Creek Basin from the Bay west to US 101 US 101 at Central

Table 5: Areas of Possible Flooding Threat

Landslide/Debris Flow



Landslides are part of natural geologic processes that have impacted both private and public property in areas throughout San Rafael since early infrastructure development began. A landslide is a general term for the dislodging and subsequent fall of a mass of soil or rock along a sloped surface. An area’s susceptibility is dependent upon geology, topography, vegetation, and hydrology. Landslides can be caused by earthquakes, high precipitation, and natural and human caused undercutting. Landslides due to storms are a relatively frequent occurrence and have the potential to cause injuries and death, damage structures, disrupt utilities, and isolate communities.

Post-wildfire landslide hazards include fast-moving, highly destructive debris flows that can occur in the months or years immediately after wildfires. This type of landslide typically occurs in response to a strong rainstorm and can occur with little to no warning. Wildfires create the added potential for landslide hazard as they can contribute to the increased destabilization of soil.

Levee Failure



Levees are an integral part of municipal infrastructure in San Rafael, offering protection from canal, creek, and coastal flooding. Significant flooding can occur in areas near and downstream of levees in the event of a complete or partial level failure. Levee failure is extremely rare, however, in the active tectonic environment of the San Francisco Bay Area, the risk of levee failure during a major earthquake remains a possibility. Overtopping failures can also occur when flood water levels rises above the crest of a levee.³⁶

³⁶ <https://www.cityofsanrafael.org/documents/approved-local-hazard-mitigation-plan/>

Pandemic



A pandemic is a global disease outbreak that is often caused by a new virus or strain of virus that has not recently circulated among people. Although pandemics infrequently occur, the novel coronavirus (COVID-19) pandemic that started in 2020, highlighted the impacts a pandemic can have on communities that go well beyond illnesses, deaths, and strained healthcare resources. Pandemics can lead to local economic losses, personal financial hardships, school closures, and a reduction in government services.

Severe Storms



San Rafael has a rainy season that typically occurs from mid-autumn to mid-spring. During these months storms may occur that produce widespread rain, strong winds, and lightning. Although the entire city is susceptible to storm damage, the coastal and mountainous areas are particularly vulnerable to wind, and the coastal areas are prone to storm surge and high tides. San Rafael has been included in four Presidential emergency or major disaster declarations for severe winter storms, flooding, and mudslides, making severe storms the most frequent cause of major disasters affecting the city in the last twenty (20) years. Since 2017 alone, six (6) severe storms have been designated state and/or federal disasters.³⁷ These incidents are described in the table below.

Incident Period	Disaster	Governor Declaration	Presidential Declaration
February and March 2023	Winter/Severe Storms	X	X
October 2021 ³⁸	October Severe Storm	X	
January and February 2019	Atmospheric River Storm System	X	X
February 2017	February Winter Storms	X	X
January 2017	January Winter Storms	X	X

Table 6: Declared Disasters in the San Rafael Since 2017

Tsunami



Tsunamis consist of waves generated by large disturbances of the sea floor, which are caused by volcanic eruptions, landslides, or earthquakes. Tsunamis are a relatively infrequent occurrence and pose the greatest risk to low-lying inundation areas along the San Francisco Bay shoreline.³⁹

³⁷ <https://www.ftb.ca.gov/file/business/deductions/disaster-codes.html>

³⁸ <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.23.22-October-2021-Storms-SOE.pdf>

³⁹ <https://marincounty.maps.arcgis.com/sharing/rest/content/items/d56cb909524847ea829d1482b08de5d1/data>

3. Concept of Operations

3.1. Mitigation

Mitigation efforts include actions taken to reduce personal injury, loss of life, property damage, and response and recovery costs resulting from natural disasters and hazards. Hazard mitigation planning in City of San Rafael can reduce vulnerability to hazards through smart construction and proper planning of future development and critical infrastructure.

The federal Disaster Mitigation Act (DMA) of 2000, Public Law 106-390,⁴⁰ requires jurisdictions to develop and adopt hazard mitigation plans that incorporate a risk analysis of natural hazards, identification of mitigation strategies and where appropriate, the incorporation of mitigation strategies into general plans, capital improvement plans, zoning and building codes and other planning mechanisms. Maintaining a Federal Emergency Management Agency (FEMA) approved hazard mitigation plan is an eligibility requirement for various pre-and post-disaster grants that fund mitigation projects and community aid.

Local Hazard Mitigation Plan

The Marin County Multi-Jurisdictional Local Hazard Mitigation Plan demonstrates participating jurisdictions' commitment to reducing risk from natural hazards through mitigation and serves as a tool to direct resources to achieve optimum results with available administrative, technical, and financial resources. All Marin County Multi-Jurisdictional Local Hazard Mitigation Plan partners are included in an ongoing Marin County Multi-Jurisdiction Local Hazard Mitigation Plan review process to facilitate the 2023 plan update process.

The 2018 Marin County Multi-Jurisdictional Local Hazard Mitigation Plan serves as the current hazard mitigation plan for all participating jurisdictions, including the City of San Rafael. In 2018, the Marin County Office of Emergency Services (Marin County OES), in conjunction with the Marin County Local Hazard Mitigation Team, composed of municipalities and special district partners, coordinated the preparation and publication of the Marin County Multi-Jurisdictional Local Hazard Mitigation Plan. The City of San Rafael supported the development of this plan. Developed in accordance with the requirements of the DMA 2000, the Marin County Multi-Jurisdictional Local Hazard Mitigation Plan assesses risks posed by natural hazards and identifies a mitigation strategy for reducing the County's risks to natural disasters and hazards.⁴¹ The City of San Rafael is participating in the five year update and anticipates adopting

the 2023 Marin County Multi-Jurisdictional Local Hazard Mitigation Plan by the end of 2023.

Continuity of Government

The California Emergency Services Act provides the authority and procedures to ensure the continued functioning of government within the State of California.⁴² It provides for the succession of government officers and

⁴⁰ https://www.fema.gov/sites/default/files/2020-11/fema_disaster-mitigation-act-of-2000_10-30-2000.pdf

⁴¹ <https://www.marinwatersheds.org/sites/default/files/2020-07/Marin%20County%20Multi-Jurisdictional%20Local%20Hazard%20Mitigation%20Plan%202018.pdf>

⁴² https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=1.&chapter=7.&lawCode=GOV&title=2.&article=15.

procedures to ensure the continued functioning of government when the governing body, including standby officers, are unavailable to serve.

The City of San Rafael Continuity of Operations (COOP)/Continuity of Government (COG) plans will include the following information:

- Delegations of Authority and Orders of Succession
- A list of vital records and a strategy for preserving and maintaining access to vital records and databases
- A list of essential services and corresponding strategies to mitigate interruptions to essential services
- Definition of a continuity team for the department with assignments for each member
- Devolution and reconstitution procedures
- A record of training and exercises performed to maintain department plans

Agencies and departments within the City of San Rafael maintain their own COOP/COG plans in accordance with the California Emergency Services Act and their own internal operating procedures.

Critical Facilities

If City Council Chambers are inaccessible or unsuitable, the temporary seat of government may be moved to an alternate location. If the alternate is not available or suitable for any reason, other Community Centers and City owned facilities may be utilized.

Essential Facilities

Primary Government Facility	Alternate Government Facility
City Hall Council Chambers 1400 Fifth Ave, San Rafael, CA 94901	San Rafael Community Center 618 B St, San Rafael, CA 94901

Table 7: Government Seat Facilities

EOC Locations

Primary Government Facility	Alternate Government Facility
Public Safety Center 1375 Fifth Avenue, San Rafael CA 94901	Department of Public Works 111 Morphew Street, San Rafael, CA 94901

Table 8: EOC Locations

Lines of Succession

In the event the governing body, including standby officers, is unavailable to serve, departments identify designated alternate individuals to carry out their roles and responsibilities and maintain continuity of operations. The City Manager may alter the lines of succession as necessary. Elected* positions, including the City Clerk and City Attorney need to be San Rafael residents to serve beyond an interim role. If multiple people fill the same title, the one with the most seniority in the position will carry out the assigned duties.

Function/Department	Title/Position
City Manager	1. Assistant City Manager 2. Assistant City Manager 3. Police Chief

Function/Department	Title/Position
Police Chief	<ol style="list-style-type: none"> 1. Operations Captain 2. Administrative Captain 3. Investigations Lieutenant
Fire Chief	<ol style="list-style-type: none"> 1. Deputy Chief of Operations 2. Fire Marshall 3. Fire Battalion Chief
City Attorney *	<ol style="list-style-type: none"> 1. Assistant, City Attorney 2. Contract City Attorney
Director of Public Works	<ol style="list-style-type: none"> 1. Assistant Director 2. Operations & Maintenance Manager 3. Management Analyst
City Clerk *	<ol style="list-style-type: none"> 1. Deputy City Clerk 2. Assistant City Attorney
Director of Human Resources	<ol style="list-style-type: none"> 1. Operations Manager 2. Assistant City Manager 3. Director of Finance
Director of Community Development	<ol style="list-style-type: none"> 1. Assistant Director 2. Chief Building Official 3. Planning Manager
Director of Digital Services and Open Government	<ol style="list-style-type: none"> 1. Product Manager Digital Services 2. Product Manager Data and Insights 3. Digital Infrastructure Manager
Director of Economic Development	<ol style="list-style-type: none"> 1. Director of Community Development 2. Assistant City Manager 3. Assistant City Manager
Director of Finance	<ol style="list-style-type: none"> 1. Accounting Manager 2. Finance Manager 3. Senior Management Analyst
Director of Library and Recreation	<ol style="list-style-type: none"> 1. Assistant Library and Recreation Director 2. Assistant Library and Recreation Director 3. Senior Recreation Supervisor, Recreation Supervisor, or Supervising Librarian based on seniority in position

Table 9: Lines of Succession

Preservation of Vital Records

The City Clerk is responsible for the preservation of vital records in the City of San Rafael. Each department within the City of San Rafael will identify, maintain, and protect its own departmental vital records. Vital records may include:

- Records necessary to conduct emergency operations
- Records required to restore day-to-day operations
- Records necessary for the protection of rights and interests of individuals and government

3.2. Preparedness

The preparedness cycle helps the City of San Rafael improve disaster readiness and ultimately improve overall resiliency. Key elements of disaster readiness include:

- Inclusive all-hazards planning for the Whole Community
- In-depth and just-in-time training for responders
- Periodic and consistent exercising of response plans and skills
- Management of preparedness and outreach programs to increase general community readiness

Planning Process

The City of San Rafael Office of Emergency Services (OES), seated within the San Rafael Fire Department, serves as a coordinating body for emergency management planning within the City of San Rafael.

City of San Rafael departments and external agencies are responsible for plan management functions with respect to their own organization. Agencies and departments that have roles and responsibilities identified by this plan are encouraged to develop Department specific emergency procedures, detailed standard operating procedures (SOPs), and emergency response checklists based on the provisions of this plan.

The City of San Rafael adheres to the planning process outlined in the Federal Emergency Management Agency (FEMA) Comprehensive Planning Guide (CPG) 101 including:⁴³

- Conduct community-based planning that engages the whole community by using a planning process that represents the actual population in the community and involves community leaders and the private sector in the planning process.
- Ensure plans are developed through an analysis of risk.



Figure 1: The Preparedness Cycle

⁴³ https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

- Identify operational assumptions and resource demands.
- Prioritize plans and planning efforts to support their seamless transition from development to execution for any threat or hazard.
- Integrate and synchronize efforts across all levels of government.

Other plans that are developed within City of San Rafael response departments, agencies, jurisdictions, and special districts, but are reviewed and maintained internally may include:

- **EOP Hazard and Function Specific Annexes:** Published separately, these documents supplement the EOP and outline hazard, or operational-specific functions, required to effectively fulfill the responsibilities outlined in the EOP.
- **Standard Operating Procedures (SOPs):** Published separately, SOPs support execution of the EOP and functional annexes by providing step-by-step instructions and details specific to the roles and responsibilities contained with the documents. SOPs may include checklists, appendices, and resource guides as additional documentation.

The City of San Rafael is dedicated to maintaining a planning process that considers the needs of the Whole Community, including those with access and functional needs (AFN) and traditionally underserved and/or marginalized communities. This means that separate plans are not created to support traditionally underserved and/or marginalized communities or other diverse groups, but that considerations for these populations are woven into all plans, such as this EOP and departmental SOPs. The City of San Rafael coordinates with the County of Marin and Marin County OEM to ensure that emergency response plans and mutual-aid agreements are in alignment with guiding plans for the entire Marin OA.

Training and Exercise Program

Training Program

The City of San Rafael participates in the Marin County OEM multi-year comprehensive training and exercise program based on preparedness needs, training needs of response personnel, and FEMA Threat and Hazard Identification and Risk Assessment (THIRA) gaps. Training is managed in conjunction with Marin County OEM, City of San Rafael stakeholders, and emergency response agencies, and incorporates methods including formal and informal classroom training, online training, seminars, and workshops.

Training may come from a variety of sources.

- **Local Training:** May be provided by City of San Rafael or Marin County OEM staff, various City of San Rafael or County of Marin departments, or other local partners. Training courts are specific to department emergency roles and responsibilities and designed to improve local response capabilities.
- **Regional Training:** With the Marin OA as a member of the Bay Area Urban Areas Security Initiative (UASI), the City of San Rafael can access regional planning and training sources. The Bay Area Training and Exercise Program (BATEP) allows City of San Rafael responders to receive training and exercises to build and sustain public safety and preparedness capabilities.⁴⁴
- **State Training:** Training through the California Governor's Office of Emergency Services (Cal OES) is managed by the California Specialized Training Institute (CSTI). CSTI provides training in all phases of emergency management as well as basic and advanced training in specific topic areas. The City of San Rafael may partner with Cal OES via the County of Marin to provide training most relevant to responders

⁴⁴ <http://www.bayareauasi.org/sites/default/files/resources/BATEP%20Program%20Manual.pdf>

at the time of the event. Trainings may be specific to working with the state emergency response systems or may incorporate subject matter experts to improve local response capabilities.⁴⁵

- **Federal Training:** The City of San Rafael supports FEMA-sponsored training through the Emergency Management Institute (EMI), which is utilized to close gaps and increase skills and expertise. The FEMA EMI program provides national best practices through its standardized Independent Study online courses and in-person courses at the National Emergency Training Center.⁴⁶

Exercise Program

The City of San Rafael participates in the multi-year exercise program for the Marin OA, managed by Marin County OEM. This exercise program provides an opportunity for collaboration between response and recovery stakeholders across the entire Marin OA, including local jurisdictions, special districts, and private partners.

Exercises are conducted on a regular basis to maintain readiness and include as many Marin OA member entities as possible and incorporate participants from the Whole Community. Exercise programs are developed and managed using the Homeland Security’s Exercise and Evaluation Program (HSEEP), which provides a systematic approach to exercise development, evaluation, execution, and post-improvement planning.⁴⁷ Exercises may range in complexity from a workshop to a multi-agency/multi-jurisdictional event involving actual deployment of resources. The continuum of exercises is depicted in the image below.

The City of San Rafael may choose to document participation in area-wide exercises by conducting an analysis on the strengths and opportunities for improvement from the exercise, and using the information obtained to complete an After-Action Report/Improvement Plan (AAR/IP). See the After-Action Review section for more information on the AAR/IP process.

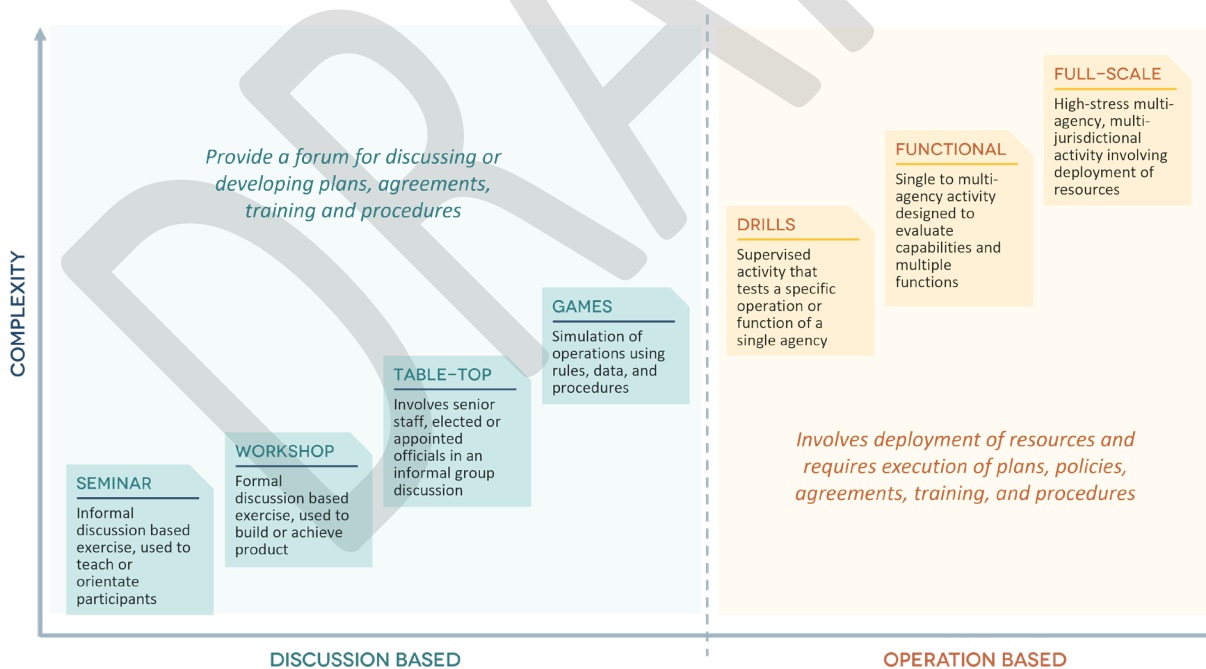


Figure 2: Exercise Complexity Spectrum

⁴⁵ <https://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute/training-exercise-programs>

⁴⁶ <https://training.fema.gov/emcourses/schedules.aspx>

⁴⁷ <https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf>

Disaster Service Worker Program

Disaster service is defined as activities designed to aid in the response and recovery phases of a disaster and includes pre-approved training. DSWs will only be asked to perform duties that they have been trained for and will be afforded every effort to ensure their own families are safe and secure before performing DSW duties.

The DSW program also provides workers' compensation benefits to registered DSW volunteers who are injured while participating in authorized disaster-related activities and provides limited immunity from liability.

Under State law, Title I, Section 3100 of the California Government Code, all City of San Rafael employees are registered as Disaster Service Workers (DSWs) who may be required to support emergency response or recovery operations within the City of San Rafael during any incident, disaster, or planned event.⁴⁸ This means that all City of San Rafael employees have a responsibility to support emergency response and recovery operations in addition to their everyday duties if required due to the size and scope of the emergency.

Preparedness and Outreach Programs

The City of San Rafael uses a Whole Community approach to preparedness and public readiness to reduce risk and increase overall community resiliency. A focus on increasing public awareness of hazards and how residents and visitors can

mitigate and prepare for disasters has been consistent in communities across the City of San Rafael. The programs listed below are provided through various public campaigns or on agency websites. These programs constitute an ongoing commitment to public education and awareness for the whole community, including the specific outreach to those with access and functional needs, a critical foundation for the mitigation of hazards and increased preparedness in the City of San Rafael.

San Rafael Education and Outreach Programs

Community Emergency Response Teams (CERT): Following a major disaster, first responders may not be able to meet the increased demand for services. The CERT program in San Rafael provides volunteers with training about what to expect following a major disaster, lifesaving skills with emphasis on decision-making skills, and rescuer safety. The program organizes neighborhood teams so that certified CERT members become an extension of first responder services offering immediate help to victims until professional services arrive.⁴⁹

Firewise USA Program: The Firewise USA program is designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers, and others in the effort to protect people, property, and natural resources from the risk of wildland fire before a fire starts. The City of San Rafael has multiple Firewise USA Chapters who support communities in wildfire safety efforts.^{50,51}

Neighborhood Response Groups (NRGs): NRGs exist throughout San Rafael as grassroots-led, volunteer neighborhood groups that prepare communities for disasters. NRGs vary by location, but typically focus on preparation and the idea that individual communities may need to rely on each other for support in the aftermath of a significant incident or disaster until first responders arrive. Some NRGs provide additional

⁴⁸

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=3100.&lawCode=GOV#:~:text=In%20furtherance%20of%20the%20exercise.their%20superiors%20or%20by%20law.

⁴⁹ <https://www.cityofsanrafael.org/cert/>

⁵⁰ <https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Firewise-USA>

⁵¹ <https://firesafemarin.org/programs/firewise-usa/firewise-usa-sites/>

resources, training, and drills to help prepare communities for large-scale emergencies and disasters and to improve personal and community disaster preparedness.⁵²

Community Fairs, Festivals, and Events: The City of San Rafael OES distributes preparedness messaging in English and Spanish at community and neighborhood events. For additional information or upcoming events, contact the City of San Rafael OES.

Community Response Team (CRT): The San Rafael CRT was established with the support of Marin Health and Human Services at the peak of the COVID-19 pandemic with the intention to collaboratively build capacity and infrastructure to equitably service vulnerable populations. The San Rafael CRT, led by local CBOs continually adapts to meet community needs and serve as a trusted messenger for preparedness and disaster related messages and outreach in linguistically and culturally competent ways.

Table 10: City of San Rafael Education and Outreach Programs

3.3. Response

Emergency Proclamations

Proclamation of Local Emergency

A proclamation of local emergency:

- Is the first step in response to an incident, disaster, or planned event that requires resources or coordination beyond normal day to day operations
- Activates the appropriate aspects of applicable multijurisdictional mutual aid plans
- Provides the framework for post-disaster financial assistance

The City of San Rafael will make a local proclamation of emergency when it appears that resources from outside the City may be necessary to adequately support response efforts or when the City needs to take extraordinary measures in response to an incident.⁵³ The proclamation of a local emergency must be ratified by the City Council within seven (7) days of issuance. The City will notify the Marin OA of the proclamation as soon as possible. The City may request the Marin OA to activate their EOC in support of a local emergency. The City will provide a copy of the ratified proclamation with the Marin OEM, to be shared with Cal OES, as soon as practical. Additional details on proclaiming a local emergency are outlined in the EOC Handbook.

State and Federal Proclamations and Declarations

When disaster conditions exceed, or have the potential to exceed, local resources and capabilities, the City of San Rafael may request state assistance from the Governor. The Governor may also request a Presidential emergency declaration or declaration of major disaster through the Federal Emergency Management Agency (FEMA).

The California Disaster Assistance Act (CDAA) provides for the reimbursement of local government costs associated with certain emergency activities undertaken in response to a state of emergency proclaimed by the Governor, as well as cost-sharing to jurisdictions provided federal awards after a presidential declaration of emergency or major disaster. Local jurisdictions must submit their proclamation of local emergency via Cal OES along with the request for state assistance. For more information on Disaster Assistance and the California Disaster Assistance Act see the Recovery section.

⁵² https://www.marinmap.org/Html5Viewer/index.html?viewer=NRG_NRG_H5

⁵³ <https://www.caloes.ca.gov/LegalAffairsSite/Documents/Cal%20OES%20Yellow%20Book.pdf>

Proclamation/ Declaration	Details
Governor's State of Emergency Proclamation	<ul style="list-style-type: none"> • Supports emergency activities and authorizes the Cal OES Director to provide financial relief for emergency actions, such as debris removal and emergency protective measures, in addition to funding for the repair, restoration, or replacement of public facilities owned or operated by an eligible local government. A Governor's proclamation of a state of emergency is typically a prerequisite when the state requests a Presidential declaration of a major emergency or disaster.⁵⁴ • Local emergency proclamation must be completed within 10 days of incident occurrence, and an application for assistance must be submitted to Cal OES within 60 days of proclamation ratification to qualify for CDAA assistance.⁵⁵ • Also permits the Governor to exercise police power, direct all state agencies to utilize and employ personnel, equipment, and facilities, and make, amend, or rescind orders and regulations as deemed necessary to prevent or alleviate actual and threatened damage due to the emergency.⁵⁶
Presidential Emergency Declaration	<ul style="list-style-type: none"> • Supports response activities and authorizes federal agencies to provide "essential" assistance, including debris removal, temporary housing, and the distribution of medicine, food, and other consumable supplies under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended.⁵⁷ • Funding is typically limited to \$5 million for a single incident, this threshold may be adjusted by the president.⁵⁸ • Governor must make request within five (5) days after the need for federal emergency assistance is apparent. • CDAA matching fund assistance that may be made available for cost-sharing required by federal disaster assistance programs is provided automatically without additional actions being taken to qualify.⁵⁹
Presidential Declaration of a Major Disaster	<ul style="list-style-type: none"> • Supports response and recovery activities and authorizes implementation of some or all Stafford Act federal recovery programs, including public assistance, individual assistance, hazard mitigation and other assistance to state and local governments, certain private nonprofit organizations, and individuals.⁶⁰ • Non-Stafford Act federal assistance such as for the Small Business Association (SBA) or United States Department of Agriculture (USDA) disaster loan programs, or the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Emergency Relief (ER) programs, may also be requested and included as part of a major disaster declaration, or implemented separately under their own legal authority.⁶¹ • Governor must make request within thirty (30) days of the start of the disaster or incident or disaster.⁶²

⁵⁴ <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/recovery-operations/public-assistance/california-disaster-assistance-act/>

⁵⁵ <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/interagency-recovery-coordination/proclamation-process/>

⁵⁶ https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=2.&part=&chapter=7.&article=13

⁵⁷ https://www.fema.gov/sites/default/files/documents/fema_stafford_act_2021_vol1.pdf

⁵⁸ https://www.fema.gov/pdf/media/factsheets/dad_disaster_declaration.pdf

⁵⁹ <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/recovery-operations/public-assistance/california-disaster-assistance-act/>

⁶⁰ https://www.fema.gov/pdf/media/factsheets/dad_disaster_declaration.pdf

⁶¹ https://www.fema.gov/pdf/rrr/dec_proc.pdf

⁶² <https://www.fema.gov/disaster/how-declared>

- CDA matching fund assistance that may be made available for cost-sharing required by federal disaster assistance programs is provided automatically without additional actions being taken to qualify.⁶³

Table 11: State and Federal Proclamations and Declarations

NIMS, SEMS, and ICS

The City of San Rafael Emergency Operations Center (EOC) operates in a manner consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and Incident Command System (ICS) standards.

- **Standardized Emergency Management System (SEMS):** Used by emergency response agencies throughout California, SEMS is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements such as ICS, mutual aid, interagency coordination, and the OA and regional concepts.⁶⁴ The SEMS concept is depicted in the graphic below.
- **National Incident Management System (NIMS):** A comprehensive, nationwide, systematic approach to incident management that is flexible and scalable to all incident types, including the command and coordination of incidents, resource management, and information management.⁶⁵
- **Incident Command System (ICS):** A standardized approach to the command, control, and coordination of on-scene incident management that provides a common hierarchy within which personnel from multiple organizations can be effective. ICS specifies an organizational structure for incident management that integrates and coordinates a combination of procedures, personnel, equipment, facilities, and communications.⁶⁶

The City of San Rafael responds to incidents, disasters, or planned events within the SEMS framework. This means the response is managed at the lowest possible organizational level and ascending levels are activated only as needed. The complexity of the incident ultimately determines the response capabilities that are needed. Operating in the SEMS structure, which utilizes standardized NIMS and ICS principles, allows response agencies within the City of San Rafael and the Marin OA to seamlessly integrate with other local, regional, and state partners.

⁶³ <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/recovery-operations/public-assistance/california-disaster-assistance-act/>

⁶⁴ https://www.caloes.ca.gov/PlanningPreparednessSite/Documents/Standardized%20Emergency%20Management%20System_Part1.pdf

⁶⁵ https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf

⁶⁶ <https://www.ready.gov/incident-management>



Figure 3: SEMS Organizational Levels

Field Response

The field response is where emergency response personnel and resources carry out tactical decisions and activities in direct response to an incident, disaster, or threat.⁶⁷ Field response activities are managed by an Incident Commander or by Unified Command (UC) at an Incident Command Post (ICP). Most incidents will be managed by one agency at the ICP, but UC may need to be established if more than one agency has authority or if the incident crosses jurisdictional boundaries. In the case of UC, multiple agencies will work together to form a common set of objectives and strategies at the ICP. Generally, if day-to-day field activities from emergency personnel can resolve an incident, the response will remain at the field level.

For complex incidents, the EOC or individual department operations centers (DOCs) may activate to support response efforts in the field. In this case, the IC or UC will coordinate directly with the EOC or DOC to support decision-making and situational awareness. Tactical control of assets remains the responsibility of the IC/UC.

Department Operations Centers

Some City of San Rafael departments may activate DOCs to support response operations. DOCs focus on internal departmental management and response and may provide functional support to field operations. The DOC often serves as a direct link to the Operations Section in the EOC. DOCs directly support information and resource management for individual departments and communicate all information to the EOC using Microsoft Teams, EOC Sharepoint, and via phone.

⁶⁷ https://www.caloes.ca.gov/PlanningPreparednessSite/Documents/Standardized%20Emergency%20Management%20System_Part1.pdf

Emergency Operations Center

During an incident, disaster, or planned event, the EOC may activate to support response operations, coordinate mutual aid resources, and meet with local, state, and federal officials. The EOC works to fulfill the following objectives:

- Management and coordination of overall emergency operations.
- Proclamation of a local emergency, if necessary.
- Alignment of strategic policy and priority goals for response and recovery.
- Prioritization and coordination of resources, including mutual aid.
- Coordination of public information.
- Collection, evaluation, and dissemination of generalized situational awareness and common operating picture information to key response partners.
- Coordination and liaison with response partners, including federal, state, tribal, county, and other local government agencies, community-based organizations, and private sector resources.
- Delivery of additional staffing support through Disaster Service Workers (DSWs).
- Development of a structured system for applying and qualifying for disaster funding or reimbursements.

The EOC communicates with field responders at the ICP, DOCs, and other jurisdictions' EOCs on a continuous basis through established communication pathways throughout the response. For details on EOC activation, operations, and demobilization, refer to the EOC Handbook.

The EOC is organized according to the five (5) SEMS functional elements and is designed to be scalable and flexible.

- **Management Section:** Responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations. The Management Section also handles public information, often via the Joint Information Center (JIC).
- **Operations Section:** Responsible for coordinating all operations in support of the emergency response through the implementation of the EOC Action Plan.
- **Planning Section:** Responsible for collecting, evaluating, and disseminating information, developing the EOC Action Plan in coordination with other functions, and maintaining documentation.
- **Logistics Section:** Responsible for providing facilities, services, personnel, equipment, and materials for incident response.
- **Finance Section:** Responsible for financial activities and other administrative aspects of the incident.

EOC Activation

The need for activation is determined by the EOC Director (City Manager or Assistant City Manager) in coordination with the EOC Coordinator (Deputy Director of Emergency Management). The EOC should be activated for any event that results in or has the potential to resort in significant human injury, property damage, roadway closures, or the necessity for a multi-agency response. If the EOC is not activated, OES staff will fill the role of the EOC.

Situations in which the EOC may be activated include:

EOC Activation Considerations

If the threat of incident-related impacts warrants action to protect life and property.

If a Local Proclamation of Emergency has been granted or is in consideration.

If the needs of the incident become great enough that a shared, collaborative workspace is necessary to make real-time decisions across departments.

If resource needs exceed the capacity of the City of San Rafael.

If a localized event's severity or duration has the potential to overwhelm any individual City of San Rafael agency.

If a regional event requires coordination across jurisdictions or with the Marin OA.

If the City of San Rafael is unable to manage day-to-day operations in addition to incident response.

If there is a need for coordinated public information regarding an anticipated or actual incident.

Table 12: EOC Activation Considerations

The EOC can be activated if:

- Notification from dispatch or local first response agencies of any disaster which has the potential to require broad public communication, evacuation, or sheltering.
- The City Manager, or delegate, decides to activate due to a significant incident, disaster, or planned event occurring in the City of San Rafael, the Marin OA, or neighboring jurisdiction that may require a large commitment of resources and/or multijurisdictional coordination.

Staffing decisions for the EOC are driven by the nature and scope of the emergency, based on the determined EOC activation level. Staffing may be composed of City of San Rafael personnel, responders from partner agencies or organizations, community-based organizations, and volunteers. The EOC Director, in consultation with the EOC Coordinator, identifies which EOC functions will be activated to support response operations. Any responsibilities of unstaffed positions are assumed by the next highest-staffed position. If the EOC is not activated, OES staff will fill the role of the EOC.

After determining the activation status, the EOC Coordinator shares this information with all EOC partners.

Audience	<ul style="list-style-type: none">• City Manager• Assistant City Manager• Department heads• Activated staff• Standby staff
Content	<ul style="list-style-type: none">• Incident/threat• EOC activation level• Reporting staff/standby staff• Reporting location for activated staff• EOC contact information for situational awareness reporting• Time of the initial incident briefing
Methods	<ul style="list-style-type: none">• Email• Mass notification software (i.e., Everbridge)• Phone tree

Table 13: EOC Activation Notifications

Direction, Control, and Coordination

Coordination and Communication

The City of San Rafael manages emergency responses within the operational area at the lowest possible level of government. Depending on the size and severity of the incident, disaster, or planned event, the City of San Rafael may activate the EOC to support response efforts in the field, while on-scene responders organize through an ICP. The Incident Commander or other functional elements at the field level will coordinate with a DOC, which may provide direct support to field operations as necessary.

Once activated, the EOC coordinates with other responding jurisdictions and agencies to facilitate the request for and acquisition of resources, the sharing of information, and ensuring operational objectives are met throughout the response. The EOC assumes operational control of all assets activated. Once deployed, field-level incident commanders assume tactical control of these assets.

Once activated, the EOC notifies the Marin Operational Area (Marin OA) via Marin County OEM. Coordination and communications are established between the City of San Rafael EOC, other local government EOCs, the Marin OA EOC, and various ICPs across affected jurisdictions. If activated, the Marin OA EOC will perform this function. During incidents where the EOC is not activated, the City of San Rafael OES coordinates with other response partners and fulfills the needed functions of an EOC.

Mutual Aid

If resources available within the City of San Rafael are unable to sufficiently respond to an incident, disaster, or planned event, a request for assistance may be made to other local jurisdictions and higher levels of government according to existing or emergency-negotiated mutual aid agreements. Mutual aid agreements may provide emergency assistance in the form of equipment, supplies, personnel, or other capabilities and allow for the rapid mobilization of resources from one agency to another.

The City of San Rafael, and the entire Marin OA, participate in the statewide Cal OES discipline-specific mutual aid system and is a member of Region II. The Region facilitates multi-agency and multi-jurisdictional coordination between Cal OES and the Marin OA, including state agencies, local and tribal governments, and special districts. The Region II mutual aid system includes established mutual aid mechanisms for law enforcement, fire and rescue, coroner/medical examiner, and Regional Disaster Medical Health systems. It is expected that during activation the appropriate Operational Area Mutual Aid Coordinators will be assigned to the Marin OA EOC.

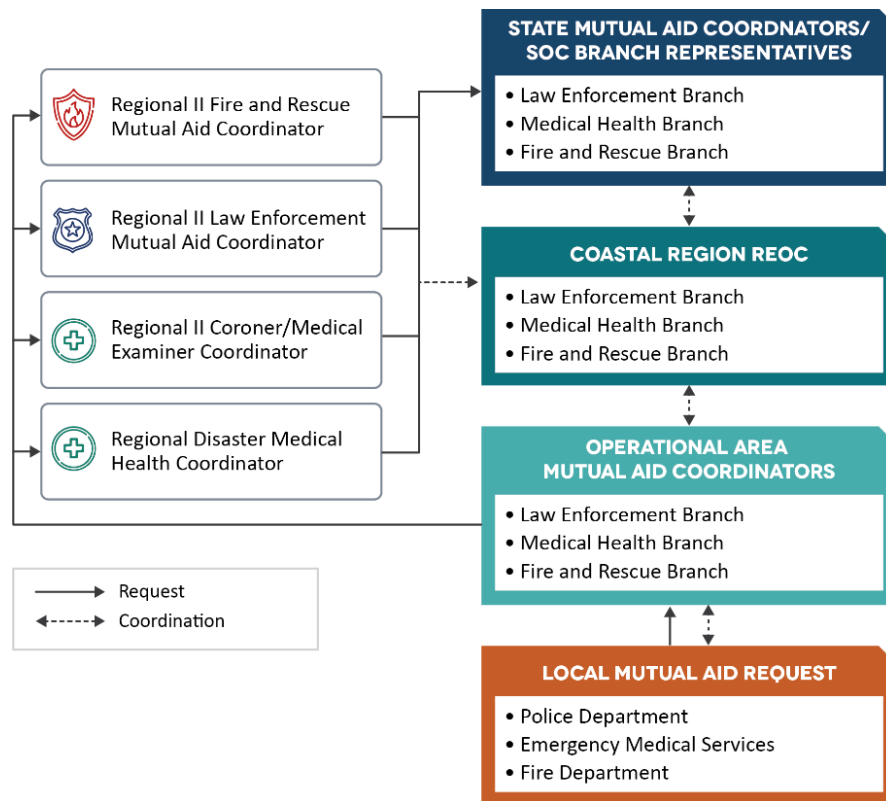


Figure 4: Discipline-Specific Regional Mutual Aid System

Intelligence and Information

The ability to collect, analyze, and disseminate information is critical for informed decision-making in the EOC. Information is raw data that once analyzed provides intelligence that can inform decisions. Some information is considered more critical than others. Essential Elements of Information (EIs) may be pre-identified to support decision-making and ensure important details are shared to effectively manage and execute an operation. EIs and reporting guidelines should be pre-identified during the planning phase and confirmed at the beginning of each response. Priority information for collection and sharing includes:

- Injuries and fatalities
- Deployments and/or demobilizations
- Changes in conditions affecting the response
- Enhanced situational status of disproportionately impacted and diverse populations
- Conditions that affect the capability to respond

Information is shared to and from the EOC and field responders, as well as with federal, state, and other local government agencies, community-based organizations, and business resources by direct communication when necessary. Daily, non-urgent information is typically shared through Situation Reports (SitReps) and coordination calls. The EOC serves as the hub for information dissemination to the public via the Public Information Officer (PIO). More information on SitReps, including a SitRep template, is outlined in the EOC Handbook.

Documentation

Records are kept that identify incident and recovery-related expenditures and obligations separated from general programs and activities, and will be archived for a minimum of three (3) years following closure of federal

reimbursement, or longer for specific records outlined in city, county, or state record retention policies.⁶⁸ The EOC archives official and unofficial disaster documentation, including correspondence, SitReps, ICS forms, requests for proclamations of emergency, requests for assistance, cost/expenditures reports, damage assessment reports, EOC action plans (EAPs), press releases, and any other documentation used during the response.

Department	Details
OES	<ul style="list-style-type: none"> Retains all disaster-related documentation via WebEOC, SharePoint, and hard copy
City Clerk's Office	<ul style="list-style-type: none"> Retains all contracts and agreements
Administrative Services Department	<ul style="list-style-type: none"> Retains all timekeeping/personnel information

Table 14: Document Retention Responsibilities

Resource Management

When possible, individual departments manage their own resource sourcing during an incident. The Logistics Section at the ICP or DOC coordinates with the EOC, when activated, on resource sourcing to prevent duplication of effort. The Logistics Section manages resource requests to ensure proper resource tracking and documentation. Field personnel or individual departments submit resource requests on an electronic form through their Incident Commander or DOC to the Operations Section. The Operations Section forwards all resource requests to the Logistics Section for processing.

Public Information

Joint Information System (JIS) and Joint Information Center (JIC)

A Joint Information System (JIS) may be activated in complex incidents to support public information coordination. The JIS is the broad mechanism that organizes, integrates, and coordinates information to ensure timely, accurate, accessible, and consistent messaging activities across multiple departments or jurisdictions. The JIS includes the plans, protocols, procedures, and structures for public information.

The Joint Information Center (JIC) is a central location that facilitates the operations of the JIS. The JIC provides a physical or virtual space where public information personnel performs critical emergency information functions, crisis communications, and public affairs functions. A JIC may be established at various levels of government and may include PIOs from multiple agencies, departments, and organizations. The JIC coordinates all messaging through the EOC Director and public information staff. When necessary, the JIC will coordinate with outside agencies, such as the Marin OA JIC.

Alert and Warning

The City of San Rafael emergency alert and warning program incorporates multiple systems and languages to reach the broadest target population. All public communications are inclusive, targeted, and culturally competent. Specific circumstances of the incident dictate the method of alerting. Common alert and warning methods include:

- Alert Marin:** Mass notification software used to deliver emergency alerts via call, text, email, or smartphone application that is primarily used to publish critical updates during an emergency, including life

⁶⁸ <https://www.caloes.ca.gov/LegalAffairsSite/Documents/Cal%20OES%20Yellow%20Book.pdf>

safety information about imminent flooding, wildfires, and evacuations to the specific area or neighborhood affected.⁶⁹

- **Public Emergency Portal:** A web-based resource that serves as a clearinghouse for incident-specific information and recommended public actions for the entire Marin OA. The Public Emergency Portal is primarily used to publish information on behalf of local jurisdictions, utility providers, and Caltrans, and incorporated geographic/map-based displays to ensure information is always up to date.⁷⁰
- **Nixle:** A mass notification alerting system that allows the City of San Rafael to publish public safety information in four categories: alerts/messages, advisories, community information, and traffic. Nixle is primarily used by the Police Department to release emergency messages on topics such as road closures, traffic conditions, and general post-disaster updates about shelter, transportation, and supplies.⁷¹
- **Nextdoor:** A social networking and emergency alert system that allows residents in localized geographic areas to communicate with each other. Primarily used by various City departments to send emergency alerts on severe weather, unplanned road closures, and threats to property or life to specific neighborhoods or locations.⁷²
- **Social Media:** Social media, such as Facebook, Twitter, and WhatsApp, allow the City of San Rafael to engage in an official, two-way dialogue with large groups of people. Primarily used to amplify other distribution methods and reach traditionally underserved and/or marginalized communities who may not receive other forms of public communications.
- **City of San Rafael Website:** Allows the City of San Rafael to publish information online as appropriate during and after incidents. Individual departments may also post emergency messages on their website subpages. Primarily used to provide information on preparedness information and emergency protective actions.⁷³
- **Local News Media:** Includes traditional media such as cable television, broadcast radio, and print media and is primarily used to support message dissemination in coordination with the EOC.
- **Community-based and Cultural Organizations:** Includes organizations such as the Canal Alliance and the Marin Center for Independent Living who support message distribution and amplification among their clients.
- **Flyers and Signage:** Written communications posted in public and accessible locations support underserved and/or marginalized communities who may not receive other forms of public communications, including technology-based communications.

3.4. Recovery

The City of San Rafael is involved in recovery operations following an incident or disaster as the community returns to normalcy. The City of San Rafael aims to help individuals and families recover by ensuring that services to maintain and restore health, safety, independence, and livelihoods are equitably available to the whole community. If additional resources are necessary, as defined by community needs, the City of San Rafael aims to

⁶⁹ <https://emergency.marincounty.org/pages/alertmarin>

⁷⁰ <https://emergency.marincounty.org/>

⁷¹ <https://local.nixle.com/register/>

⁷² <https://nextdoor.com/city/san-rafael--ca/>

⁷³ <https://www.cityofsanrafael.org/>

provide those programs directly or through coordination with appropriate partners, service providers, or government entities. These services include helping meet specific needs of residents as follows:

- Restoration of essential services generally available in communities such as food, water, shelter, energy, and fuel.
- Assessment of the extent and severity of damage to homes, businesses, or other property.
- Provision of human and mental health services.
- Repair of damaged homes and property.
- Development of plans for short-term economic recovery.
- Assessment and restoration of natural, cultural, and heritage resources.

The City of San Rafael coordinates recovery operations with a focus on cultural competency and inclusion of traditionally underserved and/or marginalized communities. Coordination with external partners, including community-based programs and Voluntary Organizations Active in Disasters (VOAD program) supports this goal.

Recovery is often defined in two phases: short-term recovery and long-term recovery. However, recovery occurs on a continuum and these phases may overlap with each other and the response phase.⁷⁴

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⁷⁴ <https://www.fema.gov/pdf/recoveryframework/ndrf.pdf>

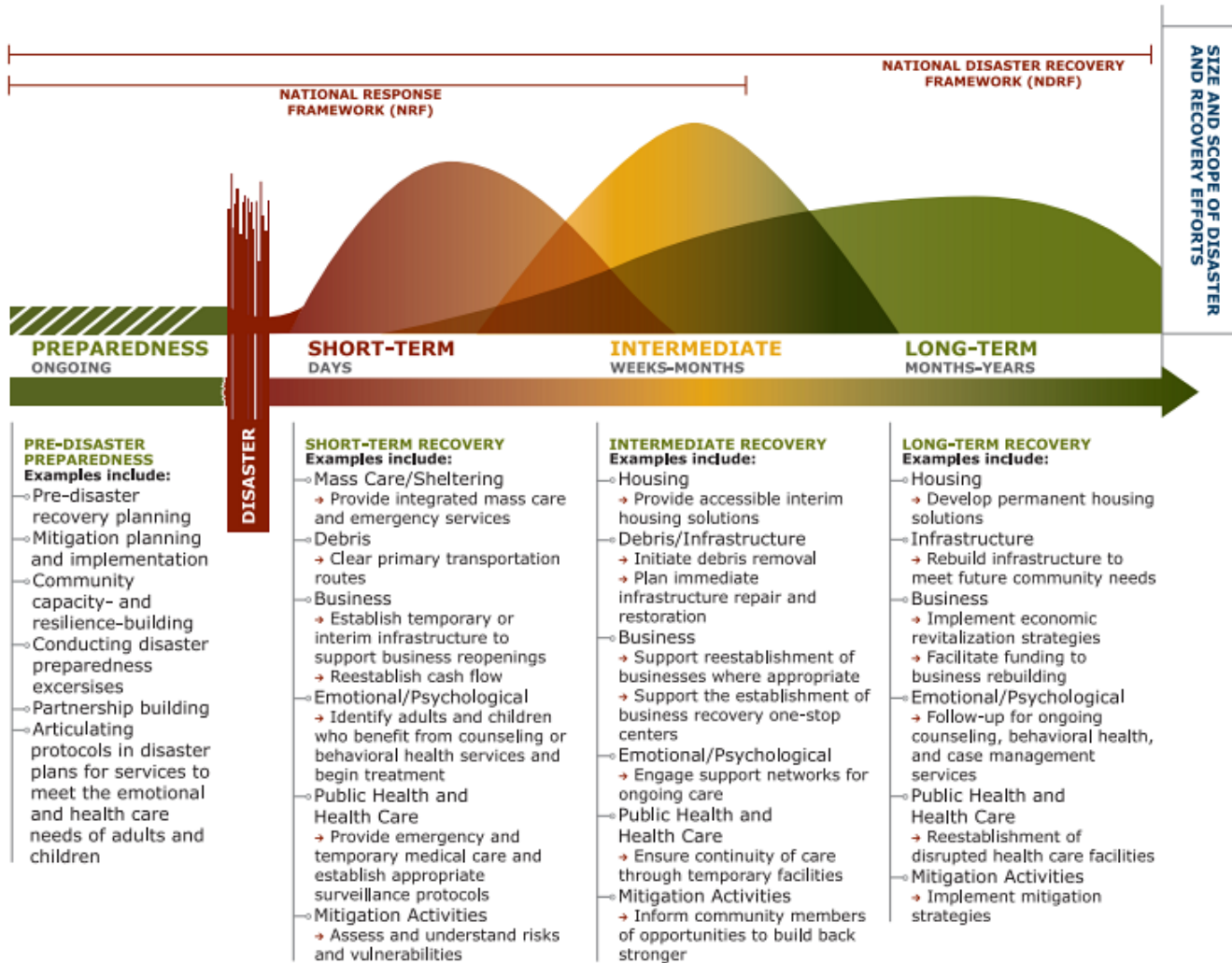


Figure 5: Recovery Continuum Activities

Short-Term Recovery

In the EOC, short-term recovery operations are initiated during the response phase of the incident by the Recovery Planning function in the Planning Section. Recovery Planning is responsible for not only initiating recovery planning but also for anticipating long-term needs and beginning the coordination of resources to fill future requirements.

The primary objective of short-term recovery operations is to begin the process of restoring community and economic functions. As the immediate threat to life, property, and environment subsides, other goals of the EOC or organization may include:

- Damage assessment
- Rapid debris removal and cleanup
- Systematic and coordinated restoration of community lifelines

Damage/Safety Assessment

Information on the level of damages or status of safety hazards supports situational awareness and identifies gaps in survivor needs following an incident. More information on damage assessment can be found in the EOC Handbook and Hazard Specific Playbooks.

Assessment	Details
Rapid Damage Assessment	<ul style="list-style-type: none"> Conducted to locate and identify casualties and hazards, and to aid the direction of response efforts. These windshield surveys generate situational awareness of damages and may come from a variety of sources, including first responders, such as Public Works. These reports may vary in detail and quality due to the circumstances of the situation.
Initial Damage Estimate (IDE)	<ul style="list-style-type: none"> Conducted to identify and document damage and initial cost estimates to support requests for state and federal assistance. These examinations provide an in-depth look at infrastructure, prepare for emergency repairs, and may include information collected during the Rapid Damage Assessment. Information collected during this phase is submitted to Cal OES on an Initial Damage Assessment Summary Report through the Marin OA EOC.
Safety Assessment	<ul style="list-style-type: none"> Conducted to evaluate facilities following a disaster to determine the condition of buildings and infrastructure for safety of use and occupancy.
Joint Preliminary Damage Assessment (PDA)	<ul style="list-style-type: none"> Conducted to determine the impact and magnitude of damage and the resulting unmet needs of the community and ultimately provide financial assistance for recovery. Safety and damage assessment information inform the PDA and support a Governor's request for a Presidential emergency or major disaster declaration.

Table 15: Damage Assessments

Long-Term Recovery

Long term recovery includes those activities necessary to restore a community to a “normal” pre-disaster state, or preferably an improved, “new normal” state with increased resiliency. Long-term recovery requires significant planning to maximize opportunities, ensure equity, and mitigate risks. For these reasons, some activities of a successful and effective long-term recovery operation may continue for years after a disaster occurs.

The major objectives of long-term recovery include:

- Coordinated delivery of social and health services.
- Provision of culturally competent, inclusive, long-term assistance to displaced families.
- Reconstruction of public and private facilities and infrastructure.
- Restoration of the local economy.
- Improved land-use planning and recovery projects, including those that leverage mitigation against future disasters.
- Recovery of disaster-related costs through federal and state assistance.

Cost Recovery

Disaster-related expenditures may be reimbursed under several state and federal programs. Reimbursements may be authorized for approved costs for work performed in the protection or restoration of public facilities or

functions. Funding may also be available for individuals or businesses to assist with the recovery process. The City of San Rafael will seek cost recovery for disaster-related expenses whenever possible.

To facilitate this effort, the City of San Rafael follows jurisdictional practices to track time, expenses, and information for applicable personnel, materials and supplies, and equipment usage. The Finance Section of the EOC maintains cost documentation for accurate accounting to facilitate successful local reimbursement during the cost-recovery process. The disaster funding programs below do not represent all funding sources available to the City of San Rafael.

Assistance Program	Details
Public Assistance Program	<p>FEMA's Public Assistance (PA) grant program provides federal assistance to government organizations and certain private nonprofit organizations following a presidential disaster declaration. Eligible projects include debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly owned facilities, and the facilities of certain private nonprofit organizations. The PA program also encourages the protection of these damaged facilities from future events by providing financial assistance for hazard mitigation measures during the recovery process.⁷⁵ The federal share of assistance is up to 75 percent of the eligible cost. In some cases, such as during the COVID-19 recovery process, the federal share may reimburse up to 100% of eligible costs.⁷⁶</p>
California Disaster Assistance Act	<p>The California Disaster Assistance Act (CDAA) authorizes Cal OES to administer a disaster assistance program that provides state funding for costs incurred by local governments due to a disaster event. Funding for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster is made available when the Cal OES Director concurs with a local emergency proclamation requesting state disaster assistance. The program also provides for the reimbursement of local government costs associated with certain emergency activities undertaken in response to a state of emergency proclaimed by the Governor. In addition, the program may provide matching fund assistance for cost-sharing required under federal public assistance programs in response to a Presidential Major Disaster or Emergency Declaration. Generally, the state share reimbursed to an applicant agency is no more than 75% of the eligible project costs.</p> <p>The CDAA also allows certain eligible private nonprofit organizations to receive state assistance for extraordinary costs incurred while providing assistance at the request of local government agencies during a disaster that falls under a Governor's state of emergency proclamation.</p>
Fire Management Assistance Grant	<p>The Fire Management Assistance Grant (FMAG) program provides supplemental federal assistance to states and affected local governments for the mitigation, management, and control of fires burning on publicly or privately owned forests or grassland. A local fire agency must request an FMAG through the Marin OA EOC to the Cal OES Fire and Rescue Branch or the California State Warning Center (CSWC) while the fire is burning</p>

⁷⁵ <https://www.fema.gov/assistance/public/program-overview>

⁷⁶ <https://www.fema.gov/press-release/20210203/fema-statement-100-cost-share>

	uncontrolled. Cal OES coordinates with FEMA on an expedited basis and a funding decision is rendered in a matter of hours. ^{77,78}
Community Disaster Loan	FEMA's Community Disaster Loan program provides forgivable loans capped at \$5 million to units of local government based on real revenue shortfalls due to a presidentially declared disaster. Typically, the loan may not exceed 25% of the local government's annual operating budget for the fiscal year of the disaster. ⁷⁹
Hazard Mitigation Grant Program	FEMA's Hazard Mitigation Grant Program (HMGP) provides funding to eligible units of local government to support their efforts to rebuild following a disaster in a way that reduces future losses in their communities. Hazard mitigation includes long-term efforts to reduce risk and the potential impact of future disasters. ⁸⁰

Table 16: Assistance for Governments

Assistance Program	Details
Individual Assistance Program	<p>FEMA provides assistance to individuals and households through the Individual Assistance (IA) Program, which includes the following programs:⁸¹</p> <ul style="list-style-type: none"> • Mass Care and Emergency Assistance • Individuals and Households Program <ul style="list-style-type: none"> ○ Housing Assistance ○ Other Needs Assistance • Disaster Case Management • Crisis Counseling Assistance and Training Program • Disaster Legal Services • Disaster Unemployment Assistance • Voluntary Agency Coordination
Small Business Administration Disaster Loans	The Small Business Administration (SBA) provides low- or no-interest disaster loans to help businesses and homeowners recover from declared disasters. The SBA declaration process has a lower threshold than FEMA and will only assist those who do not meet FEMA requirements. ⁸²

Table 17: Assistance for Individuals and Businesses

After-Action Review Process

Following a significant EOC activation, the City of San Rafael Office of Emergency Services (OES) may conduct an after-action review with key members of the EOC and other response organizations.

Methods used to solicit feedback in the after-action review process may include:

- After-action meeting
- Hot wash or debrief
- Responder/participant surveys
- Responder/participant interviews

⁷⁷ <https://www.fema.gov/assistance/public/fire-management-assistance>

⁷⁸ <https://www.caloes.ca.gov/cal-oes-divisions/recovery/public-assistance/fire-management-assistance-grant>

⁷⁹ <https://crsreports.congress.gov/product/pdf/IF/IF11600>

⁸⁰ <https://www.fema.gov/grants/mitigation/hazard-mitigation>

⁸¹ https://www.fema.gov/sites/default/files/2020-09/fema_individual-assistance-program-policy-guide_11-29-2018.pdf

⁸² <https://www.sba.gov/funding-programs/disaster-assistance>

- Open solicitation of written feedback
- Webinars
- Workshops
- Public surveys or solicitation for feedback

After-Action Report/Improvement Plan

As part of an after-action review, OES may develop an after-action report and improvement plan (AAR/IP). The AAR/IP summarizes key evaluation information, including an overview and analysis of the incident. The AAR/IP is an opportunity to capture what happened during the incident or exercise, what went well and should be reinforced or repeated, and gaps that should be addressed in the future. The AAR/IP includes:

- A review of response actions
- Suggested modifications to plans and procedures
- Identified training needs
- Equipment needs to improve future responses

A corrective action program provides reflective improvement of emergency response capabilities. It utilizes the AAR/IP and is intended to establish best practices and affect positive change. An improvement plan is made up of corrective actions that are concrete, actionable steps that are intended to resolve capability gaps identified in the after-action review process.

4. Roles and Responsibilities

The City of San Rafael has a shared responsibility for the coordination of response and recovery operations for the Whole Community, including resource coordination, alert and warning, public information, damage assessment, and recovery guidance. All partners within the City of San Rafael, including City of San Rafael departments, special districts, and private, nongovernmental volunteer, and community-based organizations (CBOs) have roles and responsibilities based on their daily tasks and operations. The County of Marin also plays a key coordination role in complex incidents that span multiple jurisdictions within the Marin Operational Area (Marin OA). Some roles and responsibilities of response organizations may overlap with each other to create redundancies within the response network. Special districts, state, and federal governments are also part of the response framework, but as support organizations are not tasked directly in the City of San Rafael Emergency Operations Plan (EOP).

4.1. City of San Rafael Government

Certain departments within the City of San Rafael may participate in the Emergency Operations Center (EOC) based on their day-to-day functions for normal operations within the City of San Rafael. These departments are identified as “primary” or “support” for specific EOC functions in Table 13. Some “primary” or “support” roles are identified based on positions that individuals from specific departments have held during previous incidents, disasters, or planned events.

All roles and responsibilities are incident dependent and subject to change based on the nature of the incident, availability of staff, and expertise of available employees. Individuals and departments working within the EOC also understand that they may be asked to support additional duties due to the specific nature of response and recovery operations. City of San Rafael employees will only be asked to serve in positions and conduct duties that they have been trained for and are comfortable performing.

Table 18, below, outlines the broad roles and responsibilities of each EOC section, and City departments that typically fill functions within that section. Figure 6 provides a visual description of the entire EOC organization.

EOC Section	Typically Staffed By	Positions	Key Roles/Responsibilities
Policy Group	<ul style="list-style-type: none"> • Mayor • City Council • EOC Director • City Attorney 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Manages economic, political, legal, and social implications of incident • Does not interfere with on-scene response priorities
Management Section	<ul style="list-style-type: none"> • City Manager's Officer • City Attorney's Office • Digital Service & Open Government • Library & Recreation • Office of Emergency Services (OES) 	<ul style="list-style-type: none"> • EOC Director • EOC Coordinator/Safety Officer • Public Information Officer (PIO) • Deputy PIO • Access and Translation • JIC Support 	<ul style="list-style-type: none"> • Manages overall emergency response efforts • Ensures readiness of the EOC • Ensures incident safety • Manages public information on behalf of the City of San Rafael • Approves the completed EOC Action Plan (EAP)

EOC Section	Typically Staffed By	Positions	Key Roles/Responsibilities
		<ul style="list-style-type: none"> • Functional Needs Advocate • Legal Officer • Liaison Officer • Administrative Assistant 	
Operations Section	<ul style="list-style-type: none"> • Police Department • Fire Department • Library & Recreation Department • Sanitation District • Public Works Department 	<ul style="list-style-type: none"> • Operations Section Coordinator • Fire/EMS Branch • Law Enforcement Branch • Human Services Branch • Shelter Unit • Infrastructure Branch • Utilities Unit • Public Works Unit • Transportation Unit 	<ul style="list-style-type: none"> • Controls the activity of organizations with a response in the management, stabilization, and resolution of the emergency • Determines tactics necessary to achieve incident objectives • Communicates EAP to EOC staff and incident commanders as necessary
Planning Section	<ul style="list-style-type: none"> • City Clerk • Community Development Department • Economic Development Department • Library & Recreation Department • Digital Service & Open Government • Public Works Department 	<ul style="list-style-type: none"> • Planning Section Coordinator • Situation Status Unit • Damage Assessment Unit • Advanced Planning & Demobilization Unit • Technical Specialists • GIS/Document & Display Unit • Documentation Unit 	<ul style="list-style-type: none"> • Gathers timely, accurate, accessible, and consistent information • Prepares Situation Reports to create a common operating picture • Manages development of EOC Action Plan • Technical specialists are initially assigned to the Planning Section
Logistics Section	<ul style="list-style-type: none"> • Public Works Department • Digital Service & Open Government • Economic Development Department • Sustainability Department • Library & Recreation Department 	<ul style="list-style-type: none"> • Logistics Section Coordinator • Communications/IT Unit • Resource Status Unit • Donations Unit • Volunteer Unit • Supply & Procurement Unit • Equipment & Facilities Unit 	<ul style="list-style-type: none"> • Establishes and confirms process for resource acquisition • Facilitates procurement of resources, personnel, and transportation services • Provides communication methods, resource tracking, and arranges for food, lodging, and other services as necessary

EOC Section	Typically Staffed By	Positions	Key Roles/Responsibilities
Finance/ Administration Section	<ul style="list-style-type: none"> • Finance Department • Human Resources Department 	<ul style="list-style-type: none"> • Finance Section Coordinator • Timekeeping & Personnel Unit • Compensation & Claims Unit • Cost Recovery Unit • Budgeting & Procurement Unit 	<ul style="list-style-type: none"> • Provides cost assessment of incident objectives • Maintains staff timesheets • Supports execution of contracts and purchase orders to support incident response

Table 18: EOC Responsibilities Overview

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San Rafael EOC Organization

The organizational chart below outlines the primary positions in the San Rafael EOC. This may be expanded or contracted based on need.

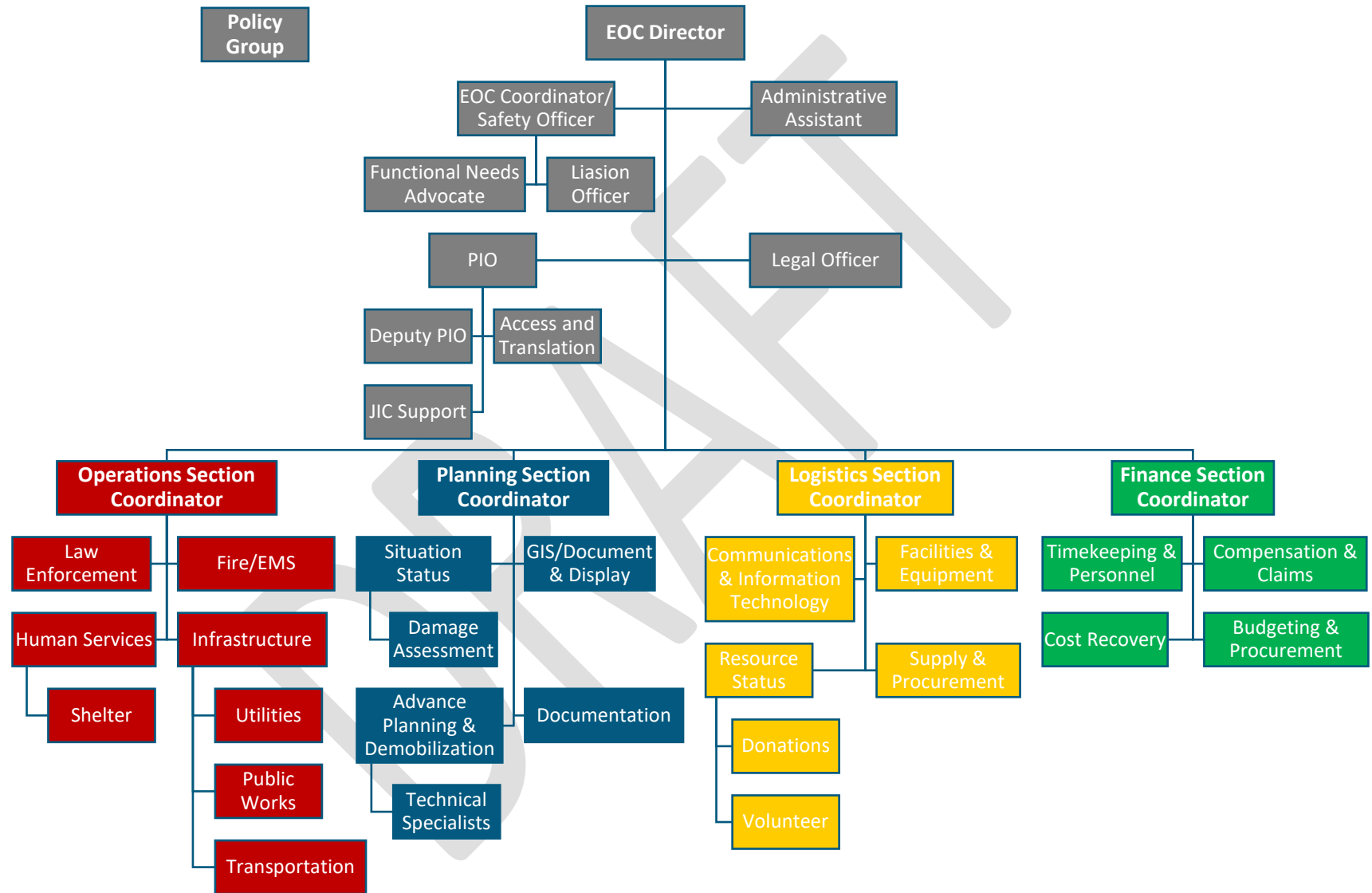


Figure 6: EOC Organization

Department Crosswalk

The crosswalk below outlines departments with a primary or support role in the EOC.

	City Attorney's Office	City Clerk's Office	City Council	City Manager's Office	Community Development	Digital Service and Open Government	Economic Development	Finance Department	Fire Department	Human Resources	Library and Recreation	Office of Emergency Services	Parking Services	Police Department	Public Works	Sanitation District	Sustainability
P = Primary																	
S = Support																	
Policy Group			P	S													
EOC Director				P								S					
EOC Coordinator/ Safety Officer									S			P					
PIO Team			S	P		S					S	S					
AFN Advocate				P							S	S		S			
Legal Officer	P			S													
Liaison Officer				S							S	P					
Admin Assistant		P		S					S								
Operations Section									P		P	S		P	P	S	
Law Enforcement													S	P			
Fire/EMS									P					S	S		
Human Services											P	S					
Shelter											P	S					
Infrastructure					S								S		P	S	
Utilities															S	P	
Public Works															P	S	
Transportation													S	S	P		
Planning Section					P		S	S		S							

P = Primary
S = Support

	City Attorney's Office	City Clerk's Office	City Council	City Manager's Office	Community Development	Digital Service and Open Government	Economic Development	Finance Department	Fire Department	Human Resources	Library and Recreation	Office of Emergency Services	Parking Services	Police Department	Public Works	Sanitation District	Sustainability
Situation Status		S			P	S			S		S	S		S			
Damage Assessment					S				S					S	P		
Advanced Planning & Demob					S		P	S	S								
GIS		S			S	P											
Documentation/Display					P							S					
Logistics Section	S				S							S			P		
Comms & IT						P											
Resource Status															P		
Donations																	P
Volunteer Resources				S							S						P
Supply & Procurement								P					S		S		
Facilities & equipment													S		P		
Finance Section	S							P		S							
Timekeeping & Personnel								S		P							
Cost Recovery							S	P				S					
Budgeting & Procurement	S							P									
Compensation & Claims								S		P							
Other EOC Support	S	S	S								S	P					

Table 19: Department Crosswalk

4.2. County of Marin

The Marin County Office of Emergency Management (Marin County OEM) serves as a coordinating body for multijurisdictional or complex responses within the Marin Operational Area (Marin OA). Marin County OEM supports local jurisdictions when requested by providing communications support, managing Region II mutual aid requests, and supporting coordination with the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA), when necessary. The Marin OEM sits under the Marin County Fire Department.

4.3. Special Districts

Special districts are local governments created by the people of a community to deliver specialized services essential to their health, safety, economy, and well-being, that the local city or county government does not provide. Special districts fulfill a significant role during a disaster. They may support the emergency response by providing subject matter expertise, including assisting the EOC in communicating hazard threats and evacuation orders to specific populations and geographical areas. Special districts in the City of San Rafael that are most relevant to emergency response include public safety, public utility (including water and sanitation districts), and community services districts.

The Marinwood Community Services District Fire Department (Marinwood Fire Department) provides the first response to much of northern San Rafael. The San Rafael Fire and Police Departments have first response responsibility to County Service Areas (CSAs) in unincorporated areas within the San Rafael geographic boundary. The largest being CSA 19 which encompasses Los Ranchitos, Country Club, and Santa Venetia. Outside of immediate life saving responsibility, the disaster response and recovery of these areas is under the purview of Marin County OEM.

San Rafael residents are serviced by Marin Municipal Water District, San Rafael Sanitation District, and the Las Gallinas Valley Sanitary District.

4.4. Businesses, Nongovernmental Volunteer, and Community-Based Organizations

The private sector is an important component of the City of San Rafael response and recovery framework. Businesses can augment mutual aid agreements by providing personnel and supplies during times of crisis, and support the volunteer and donations management objectives during and after an incident, disaster, or planned event.

Nongovernmental organizations and community groups include voluntary, racial and ethnic, faith-based, veteran-based, and community and nonprofit organizations that provide sheltering, emergency food supplies, and other essential support services. Volunteer agencies and private agencies may participate in the mutual aid system along with governmental agencies. Contingent on locally available resources, volunteer agencies, community-based organizations, and private businesses are essential elements of the emergency response effort to meet the needs of disaster victims. A few organizations which are incorporated into formal County or State Plans are listed below.

- **American Red Cross (Red Cross):** The American Red Cross is chartered by Congress to provide relief to survivors of disasters and help people prevent, prepare for, and respond to emergencies. In the City of San

Rafael, the American Red Cross of the North Bay supports sheltering and feeding operations during times of crisis.⁸³

- **Marin Center for Independent Living (CIL):** The Marin CIL is a community-based nonprofit organization that provides advocacy and services for older adults and persons with all disabilities. Representatives from Marin CIL advocate for the needs of people with access and functional needs throughout preparedness, response and recovery operations.
- **Marin Humane:** Marin Humane is an independent nonprofit that supports animal sheltering and animal care services.
- **Marin Voluntary Organizations Active in Disaster (VOAD):** Marin VOAD is a collaboration of non-profit and faith-based organizations, government, and private businesses that mitigate and alleviate the impact of disasters. Marin VOAD fosters stronger communities to increase overall resiliency and promote a more effective disaster recovery.⁸⁴
- **San Rafael CRT:** The San Rafael CRT is led by the Canal Alliance and Multicultural Center of Marin. They advocate for equitable access to public health, disaster preparedness and mitigation resources. The CRT members can serve as a communication link between the San Rafael OES/EOC and community members with a unique ability to reach non-native English speakers and families with mixed immigration status.

4.5. Support Organizations

State

The Marin OA EOC coordinates directly with the Cal OES Coastal Region Emergency Operations Center (REOC) throughout response and recovery operations to provide support to all jurisdictions with the Marin OA, including the City of San Rafael. State government departments are responsible for providing various services such as specialized skills, technical assistance and training, equipment, and resources in support of state and local government emergency operations. State government will also work with other states, the FEMA Region IX Office, and other federal agencies for interstate mutual aid, federal resources, and public and private assistance as necessary.

Federal

The National Response Framework (NRF) facilitates the delivery of federal response assistance to states to help them respond to and recover from the consequences of significant emergencies and disasters.⁸⁵ There are some instances in which a federal or state agency will have a field response role, due to the jurisdictional responsibility of the event. Some federal agencies are mission tasked with actions that can directly support the county response efforts prior to a federal declaration. Once a federal declaration is issued, all federal agency response efforts will be coordinated through FEMA and a Joint Field Office. The event type will determine their location and scope of involvement.

⁸³ <https://www.redcross.org/local/california/northern-california-coastal/about-us/locations/north-bay.html>

⁸⁴ https://www.catchafire.org/organizations/marin-voad_19668/

⁸⁵ https://www.fema.gov/sites/default/files/2020-04/NRF_FINALApproved_2011028.pdf

5. Plan Development and Maintenance

5.1. Plan Development and Updates

The City of San Rafael Emergency Operations Plan (EOP) is developed by the Office of Emergency Services (OES). The EOP should be reviewed regularly and amended as appropriate in accordance with a five-year schedule, to include at a minimum:

- In no case should any part of the plan go for more than two (2) years without being reviewed and revised.
- A complete review and amendment of the Base Plan and operational appendices every five (5) years.

The City of San Rafael also reviews the EOP and any operational annexes for consistency to ensure relevancy, and revises if deemed necessary, after the following events:

- A major incident, Emergency Operations Center (EOC) activation, or major exercise.
- A change in operational resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment).
- A formal update of planning guidance or standards or enactment of new or amended laws or ordinances.
- A change in elected or appointed officials.
- A change in the local demographics or hazard or threat profile.

The review and update process for the EOP and any operational appendices is led by OES using a Whole Community approach with a focus on cultural competency. This approach includes soliciting feedback from key stakeholders from across the City of San Rafael. Incorporating formal and informal feedback into the EOP helps assure the needs of all individuals, particularly traditionally underserved and/or marginalized communities are addressed. Selecting partners that represent the whole community, including response partners, community leaders, and non-governmental representatives, confirms that the plan is not only straightforward for response personnel but is also accessible to the entire population. To a greater extent, this cultural competency review guarantees that the procedures outlined in the EOP serve diverse communities.

Plans should evolve as lessons are learned, new information and insights are obtained, and priorities are updated. Evaluating the effectiveness of plans involves a combination of training events, exercises, and real-world incidents to determine whether the goals, objectives, decisions, actions, and timing outlined in the plan led to a successful response.

5.2. Standard Operating Procedures Development

The EOP designates roles and responsibilities for specific emergency response functions to departments and partners within the City of San Rafael and Marin County. These agencies develop standard operating procedures (SOPs) to supplement each aspect of the EOP, where applicable. SOPs support the execution of the EOP and operational appendices by providing step-by-step instructions and details specific to the roles and responsibilities contained within the documents. SOPs can take the form of checklists or job aids. First responder agencies are trained to first manage the emergency at their local level following their individual SOPs. The City of San Rafael, first responding agencies, and the Marin County Office of Emergency Management (Marin County OEM) coordinate to ensure operational consistency between the EOP, local SOPs, and the Marin Operational Area (Marin OA) EOP.

5.3. Training And Exercises

Annual training on the EOP is typically provided either as a new orientation or refresher training to all City of San Rafael staff that may be expected to participate in an emergency response. OES manages the design, facilitation, execution, and evaluation of these exercises. It is recommended that other organizations within the City of San Rafael that have a role in response or recovery operations train and exercise this EOP regularly.

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6. Appendices

6.1. Appendix A: Acronyms and Abbreviations

Acronym/Abbreviation	Term
AAM	After Action Review Meeting
AAR/IP	After-Action Report/Improvement Plan
AFN	Access and Functional Needs
CA State Parks	California Department of Parks and Recreation
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Governor's Office of Emergency Services
Caltrans	California Department of Transportation
CalWARN	California Water/Wastewater Agency Response Network
CDAAC	California Disaster Assistance Act
CERT	Community Emergency Response Team
CSA	County Service Areas
CRT	Community Response Team
CMIST	Communication, Maintaining Health, Independence, Support and Safety, and Transportation
CNG	California National Guard
COG	Continuity of Government
COOP	Continuity of Operations Plan
CPG	Comprehensive Preparedness Guide
CSTI	California Specialized Training Institute
CSWC	California State Warning Center
DC3	Marin Operational Area Disaster and Citizens Corps Council
DFW	California Department of Fish and Wildlife
DOC	Department Operations Center
DPW	Department of Public Works
DSW	Disaster Service Worker
DWR	California Department of Water Resources
EAP	EOC Action Plan
EAS	Emergency Alert System
EMAC	Emergency Management Assistance Compact
EMI	Emergency Management Institute
EMMA	California Emergency Management Mutual Aid
EMS	Emergency Medical Services
EOC	Emergency Operations Center

EOP	Emergency Operations Plan
EPA	United States Environmental Protection Agency
ER	Emergency Relief
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMAG	Fire Management Assistance Grant
FTA	Federal Transit Administration
HazMat	Hazardous Material
HHS	County of Marin Department of Health and Human Services
HMGP	Hazard Mitigation Grant Program
HSEEP	Homeland Security's Exercise and Evaluation Program
IC	Incident Command
IA	Individual Assistance
ICP	Incident Command Post
ICS	Incident Command System
IDE	Initial Damage Estimate
IPAWS	Integrated Public Alert Warning System
JIC	Joint Information Center
JIS	Joint Information System
LAC	Local Assistance Center
Marin OA	Marin Operational Area
MCE	Marin Clean Energy
MERA	Marin Emergency Radio Authority
MHOAC	Medical Health Operational Area Coordinator
MMAA	California Disaster and Civil Defense Master Mutual Aid Agreement
MMWD	Marin Municipal Water District
MYTEP	Multi-Year Training and Exercise Plan
NIMS	National Incident Management System
NMWD	North Marin Municipal Water District
NRF	National Response Framework
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service
NWEM	Non-Weather Emergency Message
NWR	National Weather Radio
NWS	National Weather Service
OEM	Office of Emergency Management (Marin County)
OES	Office of Emergency Services (City of San Rafael)

PA	Public Assistance
PDA	Preliminary Damage Assessment (Joint)
PIO	Public Information Officer
PSPS	Public Safety Power Shutoff
REOC	Cal OES Coastal Regional Emergency Operations Center
RETREP	Regional Transportation Representative
RRTF	Regional Recovery Task Force
SBA	Small Business Association
SEMS	Standardized Emergency Management System
SOP	Standard Operating Procedure
THIRA	Threat and Hazard Identification and Risk Assessment
UASI	Urban Areas Security Initiative
UC	Unified Command
USAR	Urban Search and Rescue
USCG	U.S. Coast Guard
USDA	U.S. Department of Agriculture
USDOT	United States Department of Transportation
VOAD	Voluntary Organizations Active in Disasters
WEA	Wireless Emergency Alerts
WUI	Wildland Urban Interface

Table 20: Acronyms and Abbreviations

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6.2. Appendix B: Glossary

- **Access And Functional Needs (AFN):** Individuals who have physical, developmental, or intellectual disabilities; chronic conditions or injuries; limited English proficiency; older adults; children; low income, homeless and/or transportation disadvantaged (e.g., dependent on public transit); as well as pregnant people.
- **Agency:** An agency is a division of government with a specific function, or a non-governmental organization {i.e., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional {having statutory responsibility for disaster mitigation) or assisting and/or cooperating {providing resources and/or assistance).
- **Cultural Competence:** The ability to understand, value, communicate with, and effectively interact with people across cultures to ensure that the needs of all community members are addressed, with priority given to culturally diverse communities. Cultural competence includes, but is not limited to, being respectful and responsive to the cultural and linguistic needs of culturally diverse communities.
- **Culturally Diverse Communities:** Includes, but is not limited to, race and ethnicity, including indigenous peoples, communities of color, and immigrant and refugee communities; gender, including women; age, including the elderly and youth; sexual and gender minorities; people with disabilities; occupation and income level including low-income individuals and the unhoused; education level; people with no or limited English language proficiency; as well as geographic location.
- **Department Operations Center (DOC):** A facility used by a discipline or agency as a department level EOC. Examples are departments within a political jurisdiction such as fire, police, public works as well as agency divisions, districts, or regional offices. DOCs can be used at all SEMS levels above the field response level, depending on the impacts of the emergency, demographic nature of the agency or organization, local policy and procedures, and configuration of communications systems.
- **Emergency:** A condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.
- **Emergency (Federal Definition):** Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which requires federal emergency assistance to supplement state and local efforts to save lives and protect public health and safety or to avert or lessen the threat of a major disaster.
- **Emergency Operations Center (EOC):** A facility used for the centralized direction and/or coordination of emergency operations. An effective EOC must provide adequate working space and be properly equipped to accommodate its staff, have the capability to communicate with field units and other EOCs, and provide protection commensurate with the projected risk at its location. EOC facilities are established by an agency or jurisdiction responsible for the support of an emergency response.
- **Emergency Operations Plan (EOP):** The plan that each jurisdiction has and maintains for responding to appropriate hazards.
- **Emergency Plans:** Those official and approved documents which describe principles, policies, concepts of operations, methods, and procedures to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, emergency functions of governmental agencies, mobilization and application of resources, mutual aid, and public information.
- **Emergency Public Information:** Information disseminated to the public by official sources during an emergency, using broadcast and print media. This includes: (1) instructions on survival and health preservation actions to take (what to do, what not to do, evacuation procedures, etc.), (2) status

information on the disaster situation (number of deaths, injuries, property damage, etc.), and (3) other useful information (state/federal assistance available).

- **Incident:** An occurrence, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.
- **Incident Command System (ICS):** The nationally used, standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple disasters without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with the responsibility for the management of resources to effectively accomplish stated objectives pertinent to a disaster.
- **Major Disaster (Federal Definition):** Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosions, or other catastrophe in any part of the United States which, in the determination of the president, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the federal disaster relief act, above and beyond emergency services by the federal government, to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.
- **Mutual Aid Agreement:** A written agreement between agencies and/or jurisdictions in which they agree to assist on another upon request, by furnishing personnel and equipment.
- **Mutual Aid Coordinator:** an individual at local government, operational area, region, or state level that is responsible for coordinating the process of requesting, obtaining, processing, and using mutual aid resources. mutual aid coordinator duties will vary depending on the mutual aid system.
- **Mutual Aid Region (State Definition):** A subdivision of the State Office of Emergency Services (OES) established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the state consisting of two or more counties (operational areas).
- **Office Of Emergency Services (OES):** A state (California Governor's Office of Emergency Services), operational area (county), city, or other jurisdiction administrative and operational function with the mission of planning for, preparing for, reacting to, and recovering from disasters. The OES may not be staffed on a full-time basis, although the function is necessary. The day-to-day operations may be administered by a coordinator.
- **Operational Area:** An intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. A political subdivision includes any city, city and county, county, district, or other local governmental agency or public agency authorized by law.
- **Special District:** A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate, or maintain a project (as defined in California code of regulations 2900(s)) for the purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500 et seq. of the code.
- **Standardized Emergency Management System (SEMS):** A system required by California government code for managing response to multi-agency and multi-jurisdiction emergencies in the State of California. SEMS consists of five organizational levels, which are activated as necessary: field response, local government, operational area, region, and state. The state of California designated emergency management structure for all government agencies, jurisdictions and districts mandated by law. Failure to comply with this law may result in the loss of all state and federal funding for expenses incurred while dealing with a natural or man-made disaster.
- **Whole Community:** A means by which residents, emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests.

6.3. Appendix C: Authorities & Relevant Plans

Federal

- [Americans with Disabilities Act of 1990](#)
- [Americans with Disabilities Act of 1990, Title II, Chapter 7, Emergency Management \(2007\)](#)
- [Comprehensive Preparedness Guide \(CPG\) 101 Version 3.0, 2021](#)
- [Emergency Management and Assistance, Title 44, CFR](#)
- [Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116](#)
- [Federal Civil Defense Act of 1950, Public Law 920, \(Public Law, as amended\)](#)
- [Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System](#)
- [Homeland Security Presidential Directive, HSPD-5, Management of Domestic Incidents](#)
- [National Incident Management System \(NIMS\)](#)
- [National Response Framework \(NRF\)](#)
- [Public Assistance Program and Policy Guide, Version 4, June 1, 2020](#)
- [Presidential Policy Directive, PPD-8, National Preparedness](#)
- [Robert T. Stafford Disaster Relief & Emergency Assistance Act, \(as amended\), 42 U.S.C. 5121](#)
- [U.S. Army Corps of Engineers Flood Fighting, Public Law 84-99](#)

State

- [California Code of Regulations, Title 19, Public Safety](#)
- [California Code of Regulations, Title 2, Administration](#)
- [California Emergency Services Act](#)
- [California Disaster Assistance Act](#)
- [California Disaster and Civil Defense Master Mutual Aid Agreement](#)
- [California State Emergency Plan](#)
- [Governor's Executive Order W-9-91](#)
- [SB-833 Emergencies: Office of Emergency Services: Guidelines: Alert and Warning Systems](#)

Local

- [San Rafael Municipal Code, Title 7 – Emergency Services](#)
- [Marin County Community Wildfire Protection Plan \(2020\)](#)
- [Marin County Multi-Jurisdiction Local Hazard Mitigation Plan \(2018\)](#)
- [City of San Rafael Local Hazard Mitigation Plan \(2017\)](#)
- [City of San Rafael EOC Handbook \(2023\)](#)
- [City of San Rafael Hazard Playbook – Storm \(2023\)](#)

6.4. Appendix D: List of Disaster Assistance Resources

- **Building Resilient Infrastructure and Communities (BRIC):** The FEMA BRIC grant program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience by funding mitigation projects with an added focus on infrastructure projects and community lifelines.⁸⁶
- **California Disaster Assistance Act (CDAA):** The California Disaster Assistance Act (CDAA) authorizes Cal OES to administer a disaster assistance program that provides state funding for costs incurred by local governments due to a disaster event. Funding for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster is made available when the Director concurs with a local emergency proclamation requesting state disaster assistance. The program also provides for the reimbursement of local government costs associated with certain emergency activities undertaken in response to a state of emergency proclaimed by the Governor. In addition, the program may provide matching fund assistance for cost sharing required under federal public assistance programs in response to a Presidential Major Disaster or Emergency Declaration. Generally, the state share reimbursed to an applicant agency is no more than 75% of the eligible project costs. The CDAA also allows certain eligible private nonprofit organizations to receive state assistance for extraordinary costs incurred while providing assistance at the request of local government agencies during a disaster that falls under a Governor's state of emergency proclamation.
- **Community Disaster Loan:** The Federal Emergency Management Agency (FEMA) Community Disaster Loan program provides forgivable loans capped at \$5 million to units of local government based on real revenue shortfalls due to a presidentially declared disaster. Typically, the loan may not exceed 25% of the local government's annual operating budget for the fiscal year of the disaster.⁸⁷
- **Federal Highway Administration (FHWA) Emergency Relief (ER):** The FHWA Emergency Relief (ER) program provides for the repair or reconstruction of Federal-aid highways and roads on Federal lands, which have suffered serious damage because of (1) natural disasters or (2) catastrophic failures from an external cause. Emergency repair work to restore essential travel, minimize the extent of damage, or protect the remaining facilities, accomplished in the first 180 days after the disaster occurs, may be reimbursed at 100 percent Federal share. The 180-day time period for 100-percent eligibility of emergency repairs may be extended if a State cannot access a site to evaluate damages and the cost of repair.⁸⁸
- **Federal Transit Administration (FTA) ER:** The FTA ER program assists public transit operators in the aftermath of an emergency or major disaster. This program helps states and public transportation systems pay for protecting, repairing, and/or replacing equipment and facilities that may suffer or have suffered serious damage because of an emergency, including natural disasters such as floods, hurricanes, and tornadoes. The program can fund capital projects to protect, repair, or replace facilities or equipment that are in danger of suffering serious damage, or have suffered serious damage because of an emergency. The program can also fund the operating costs of evacuation, rescue operations, temporary public transportation service, or reestablishing, expanding, or relocating service before, during or after an emergency and is cost sharable with the CDAA.⁸⁹
- **FEMA Individual Assistance (IA):** FEMA provides assistance to individuals and households through the Individual Assistance (IA) Program, which includes the following programs: Mass Care and Emergency Assistance; Individuals and Households Program (separated into Housing Assistance and Other Needs Assistance); Disaster Case Management; Crisis Counseling Assistance and Training Program; Disaster Legal Services; Disaster Unemployment Assistance; and Voluntary Agency Coordination.

⁸⁶ <https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities/about>

⁸⁷ <https://crsreports.congress.gov/product/pdf/IF/IF11600>

⁸⁸ <https://www.fhwa.dot.gov/federal-aidessentials/catmod.cfm?id=96>

⁸⁹ <https://www.transit.dot.gov/funding/grant-programs/emergency-relief-program>

- **FEMA Public Assistance:** FEMA's PA grant program provides federal assistance to government organizations and certain private nonprofit organizations following a presidential disaster declaration. Eligible projects include debris removal, life-saving emergency protective measures, the repair, replacement, or restoration of disaster-damaged publicly owned facilities, and the facilities of certain private nonprofit organizations. The PA program also encourages the protection of these damaged facilities from future events by providing financial assistance for hazard mitigation measures during the recovery process.⁹⁰ The federal share of assistance is up to 75 percent of the eligible cost. In some cases, such as during the COVID-19 recovery process, the federal share may reimburse up to 100% of eligible costs.⁹¹
- **Fire Management Assistance Grant (FMAG):** The FEMA FMAG program provides supplemental federal assistance to states and affected local governments for the mitigation, management, and control of fires burning on publicly or privately owned forests or grassland. A local fire agency must request an FMAG through the Marin OA EOC to the Cal OES Fire and Rescue Branch or the California State Warning Center (CSWC) while the fire is burning uncontrolled. Cal OES coordinates with FEMA on an expedited basis and a funding decision is rendered in a matter of hours.^{92,93}
- **Flood Mitigation Assistance (FMA):** The FEMA FMA grant program provides funding for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. Eligible applicants include states, local communities, federally recognized tribes, and U.S. territories.⁹⁴
- **Hazard Mitigation Grant Program (HMGP):** The FEMA HMGP provides funding to eligible units of local government to support their efforts to rebuild following a disaster in a way that reduces future losses in their communities. Hazard mitigation includes long-term efforts to reduce risk and the potential impact of future disasters.⁹⁵
- **Small Business Administration (SBA) Disaster Loans:** SBA provides low- or no-interest disaster loans to help businesses and homeowners recover from declared disasters. The SBA declaration process has a lower threshold than FEMA and will only assist those who do not meet FEMA requirements.
- **U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS):** USDA's Natural Resources Conservation Service provides financial and technical assistance to local governments in response to imminent and ongoing threats to watersheds following an emergency. Upon request of the local government, NRCS provides funds and personnel to assess damages to watersheds and identify needed actions. The program is cost sharable with CDA.⁹⁶

⁹⁰ <https://www.fema.gov/assistance/public/program-overview>

⁹¹ <https://www.fema.gov/press-release/20210203/fema-statement-100-cost-share>

⁹² <https://www.fema.gov/assistance/public/fire-management-assistance>

⁹³ <https://www.caloes.ca.gov/cal-oes-divisions/recovery/public-assistance/fire-management-assistance-grant>

⁹⁴ <https://www.fema.gov/grants/mitigation/floods>

⁹⁵ <https://www.fema.gov/grants/mitigation/hazard-mitigation>

⁹⁶ <https://www.nrcs.usda.gov/wps/portal/nrcs/site/national/home/>

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ADOPTING
THE CITY OF SAN RAFAEL EMERGENCY OPERATIONS PLAN**

WHEREAS, the City of San Rafael (“City”) recognizes a vast array of potential natural and human caused disasters pose a risk to the people and property within our community; and

WHEREAS, in the interest of public health, safety, and welfare the City develops training and plans to guide the protection of persons, property, and the environment in the event of a disaster; and

WHEREAS, the California Emergency Services Act requires cities to have an Emergency Operations Plan (EOP) to ensure effective and efficient operations in the event of emergency or disaster; and

WHEREAS, the Federal National Incident Management System (NIMS) and California’s Standardized Emergency Management System (SEMS) legislation require the creation, maintenance, training, and exercising of emergency response protocols by every local government; and

WHEREAS, the State Legislature has mandated that all such plans be written using the SEMS structure; and

WHEREAS, the City of San Rafael EOP describes how the City will manage and respond to major emergency incidents including implementation of an Incident Command System, the Standardized Emergency Management System, and the National Incident Management System; and

WHEREAS, the EOP is consistent with San Rafael's 2040 General Plan and implements Action S-6.1C recommending updating of the Emergency Operations Plan; and

WHEREAS, adoption by the City Council for the City of San Rafael, demonstrates the City’s commitment to fulfilling the goals and objectives outlined in the EOP; and

NOW, THEREFORE, BE IT RESOLVED, that the City of San Rafael adopts the City of San Rafael Emergency Operations Plan as an official guiding document for use during disasters and time of extreme peril; and

BE IT FURTHER RESOLVED, that the City of San Rafael will submit this resolution to the Marin County Office of Emergency Management.

I, Lindsay Lara, 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 San Rafael City Council held on Monday, October 2, 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk