# AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional consulting services to update the City of Redlands Hazard Mitigation Plan ("Agreement") is made and entered in this 15th day of April, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and APetrow Consulting ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

# <u>ARTICLE 1 – ENGAGEMENT OF CONSULTANT</u>

- 1.1 City hereby engages Consultant to provide professional consulting services to update the City's Hazard Mitigation Plan (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

## ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

#### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Jim Topoleski, Fire Chief, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

#### ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

- 4.2 Consultant shall complete the Services by June 7, 2021, unless the Services are terminated earlier as provided for herein.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

# ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Seventy Three Thousand Six Hundred Dollars (\$73,600). City shall pay Consultant in accordance with Exhibit "C," titled "Project Cost" which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Consultant
Andrew Petrow, Consultant
APetrow Consulting
47 Regatta Way
Dana Point, CA 92629
Petrowa@msn.com
(818) 294-5472

#### ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

# ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and

- represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
  - A. Does not make a governmental decision whether to:
    - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
    - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement:
    - (iii) authorize City to enter into, modify or renew a contract;
    - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
    - (v) grant City approval to a plan, design, report, study or similar item;
    - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
  - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

#### <u>ARTICLE 8 – GENERAL CONSIDERATIONS</u>

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

APETROW CONSULTING

Paul W Foster Mayor

Andrew Petrow, Consultant

ATTEST:

Jeanne Donaldson, City Clerk

# EXHIBIT "A"

# SCOPE OF SERVICES

# SECTION 1 PROJECT BACKGROUND

Understanding of the Work

The City of Redland's Fire Department is requesting a proposal to provide services to support the updating of the 2015 City of Redlands Local Hazard Mitigation Plan (LHMP). The City is seeking a consultant with subject-matter expertise to facilitate meetings and review, evaluate, analyze, and create information for incorporation into the LHMP to ensure compliance with all applicable state and federal guidance and regulations. With an approved LHMP, the City can seek funding to help reduce and/or eliminate risk to hazards in the community.

The Title 44 of the Code of Federal Regulations (44 CFR), as amended by Disaster Mitigation Act of 2000 (DMA 2000) requires governmental entities to have a Federal Emergency Management Agency (FEMA) approved LHMP in order to receive Hazard Mitigation Assistance grant funding. Without an approved LHMP, jurisdictions are ineligible to apply for pre- and post-disaster mitigation grant program funding.

My focus will be working with City staff and facilitating meetings with the Hazard Mitigation Planning Team (HMPT) to assess capabilities, analyze hazards and risk, and identify mitigation actions, while ensuring proper documentation to meet state and federal requirements.

I will build on previous planning efforts in the City, leverage information from current planning activities, advise on how to incorporate mitigation into other planning efforts, and strive for consistency with other local, regional, and state hazard mitigation plans (HMPs).

# Goal and Objectives

The goal is to produce a stand-alone, user-friendly LHMP that will not only meet all state and federal requirements but will serve as a road map for the City's mitigation strategy and vision.

To achieve this goal the objectives will include: 1) the review and incorporation of information into the LHMP; 2) providing recommendations on LHMP format; 3) preparing (drafting and finalizing) LHMP sections; 4) evaluation the LHMP against and completion of the FEMA LHMP Review Tool, which is used by the state and federal government in the LHMP review and approval process; 5) engage the HMPT and the public to solicit feedback and support; and, 6) assisting through the state review and federal approval process.

#### Role of the City

While capable and prepared to handle a large portion of the scope of work, the California Office of Emergency Services (Cal OES) and FEMA require the City to have an active role in the development of the LHMP. Although there are not specific guidelines, the intent of the requirement is to ensure the City is engaged in the process and a consultant does not write the plan with little input or guidance. In my approach, this concern is addressed through facilitation of the City through the planning process. In addition to the City's continued involvement, below are some important roles:

- encourage participation, send out announcements, assist with data collection from HMPT
- solicit involvement, send out announcements, encourage public participation
- provide meeting space and conference call information for HMPT and public meetings
- provide existing electronic data of relevant material (documents, maps, graphics)
- inform City Council of project and current status
- coordinate adoption of the LHMP after approved by FEMA

- review draft and final LHMP sections
- provide access to City's social media for outreach and updates

# SECTION 2 METHOD OF APPROACH

## Implementation Plan

I will follow and implement past practices that have proven successful in the development and completion of other LHMP update projects. This approach enables me to compartmentalize tasks. focus on specific challenges (issues, obstacles, constraints, roadblocks), and reach resolution for problems. While I will follow the principles and structure presented in the Cal OES California Specialized Training Institute- CSTI's Mitigation for Emergency Managers training course, FEMA's Comprehensive Planning Guide (CPG) 101, and FEMA's Local Mitigation Planning Handbook, I will incorporate enhancements based on hands-on experience working and training local governments. My methodology is guided by the following:

# Focus on the mitigation strategy

The mitigation strategy is the plan's primary purpose. All other sections contribute to and inform the mitigation strategy and specific hazard mitigation actions.

# • Process is as important as the plan itself

In mitigation planning, as with most other planning efforts, the plan is only as good as the process and people involved in its development. The plan should also serve as the written record, or documentation, of the planning process.

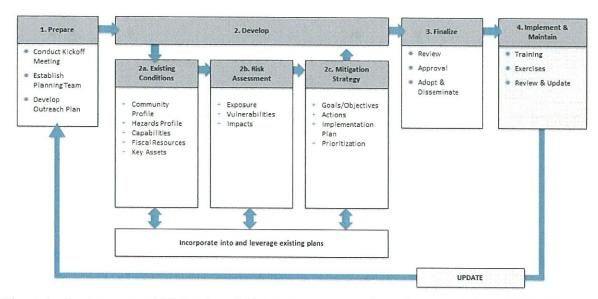
# It is the community's plan

To have value, the plan must represent the current needs and values of the community and be useful for local officials and stakeholders. Develop the mitigation plan in a way that best serves your community's purpose and people.

# Intent leads to Compliance

Plan reviews will focus on whether the mitigation plan meets the intent of the law and regulation, and ultimately that the plan will make the community safer from hazards.

To complete this project, I am proposing to consolidate the scope of work into a three (3) phase planning process: 1) Prepare; 2) Develop; and, 3) Finalize (see figure below). Phase 2- Develop, has three (3) sub-tasks that establish the current conditions, determine the risk and vulnerabilities, and identifies strategies and projects. I have found that this logical sequence of tasks facilitates the development of a clear, supported and effective LHMPs.



Phase 4 - *Implement and Maintain*, of this process occurs after adoption of the LHMP. While not part of the scope of work it is important to emphasize its connection to the rest of the project. It is a phase closely scrutinized by Cal OES and FEMA, especially during the LHMP update process.

Another feature of my approach is that I provide draft LHMP sections (i.e., Capabilities, Hazards, Vulnerability, Mitigation Strategies) for review and comment as we move through the planning process. This has helped past planning teams focus their review on the subject matter at hand and helps enforce the relationship between the sections. At the end of the planning process, another review cycle will be provided, this time with all draft sections under one cover.

Develop and
Disseminate Draft
LHMP Sections
Throughout the
Planning Process

Another aspect of my approach is to integrate and leverage other planning efforts. This includes reviewing relevant county and city documents (i.e., General Plans, Emergency Operations Plans, Capital Improvement Plans, San Bernardino County LHMP, surrounding jurisdiction LHMPs), state documents (i.e., State HMP, Climate Adaption Guides, Executive Order 30-15 on integration of social and environmental justice efforts into resilience plans), and private sector documents (i.e., Business Continuity Plans). I will strive to promote compatibility and consistency between plans and help ensure lessons learned during the LHMP process can be leveraged and influence other planning efforts. This effort is represented on the graphic above by the box under the phase 2 tasks.

## Services and Deliverables

#### Phase 1- Prepare

During this phase, I will conduct general project tasks to prepare for the LHMP process; and prepare a draft section of the Planning Process. This phase will include an administrative project Kickoff Meeting with the City staff, establishing/validating the planning team, and developing an Outreach Plan. This includes:

## Conduct Kickoff Meeting

Upon award of the contract, I will hold a kickoff meeting with the City to gain consensus on the administrative requirements (i.e., reporting, invoicing); technical aspects of the project (i.e., scope, timeline); overall LHMP structure, format, and content; methodologies for soliciting and documenting input from the planning team, stakeholders, and the public; the dates of the public

meetings; and to go over other general needs and expectations. I will also discuss reviewing available existing surrounding community LHMPs.

## Establish a Planning Team

It is my understanding that the City has taken initial steps to assemble the HMPT (aka the planning team). I will work with the City to ensure the HMPT is comprehensive and has representation from the whole community. The role of the HMPT is to validate the planning process, participate in all of the city-level LHMP planning processes, review LHMP sections, and provide input and materials where necessary. Some initial discussions with the HMPT will include past mitigation activities and/or actions. Options will be identified and discussed with the HMPT on the most effective method to collect and exchange material and information. Consideration may be given to establishing a virtual project room to help with this effort.

# Develop an Outreach Plan

An involved and integrated public is essential to this effort. With HMPT input, I will develop a strategy to engage the public and encourage their participation. The public outreach efforts will be designed to meet federal requirements but will be customized for the jurisdiction's needs. I will work with the City to ensure that press releases on the development of the LHMP are disseminated, newspaper articles in local and regional papers are submitted, and copies of the draft plan are available in places frequented by community members. I will also work with the City to leverage existing social media platforms to reach the public.

# Phase 1 Deliverables

- Hold Project Kickoff, HMPT, and Public meetings
- Prepare Outreach Plan
- Develop and review draft Planning Process LHMP section

#### Phase 2- Develop

During this Phase, I will facilitate meetings and guide the HMPT through the requirements; and prepare draft LHMP sections. I will prepare for and facilitate meetings focused on existing conditions, risk assessment, and mitigation strategies.

## Existing Conditions (Task 2A)

This task involves assessing current capabilities, understanding hazards in the community, understanding development trends, understanding emergency management frameworks (optional), and the identification of critical assets/facilities.

#### Capabilities Assessment

I will work with the HMPT to identify current City capabilities. This section should include: jurisdiction description, including development trends over the past few years, administrative and technical capacity, relevant mitigation governance (i.e., plans, programs, policies, regulations), and fiscal resources. I will review and assess information against current federal and state guidelines and prepare draft sections. I will ensure there is a proper level of discussion of land use and development trends.

#### **Identify Hazards**

I will work with the HMPT to identify existing hazards. I will leverage the list of existing hazards from the State and County HMPs while also reviewing surround city LHMPs. The City's list should be a subset of the State's and County's list of hazards. I will review and assess information against current federal and state guidelines and expectations and make recommendations where appropriate. This section should include: description, location,

history, probability, and climate change considerations. Where applicable, I will incorporate maps/graphics and utilize the California Energy Commission/California Natural Resources Cal-Adapt material and the Office of Planning and Research's General Plan Guidelines. Additionally, I will work with the HMPT to prioritize the hazards.

#### Critical Assets

I will work with the HMPT to assemble and/or review the City's asset inventory. Part of my work could include identifying different asset classifications (i.e., critical, essential, vital, important). This helps focus attention on assets that are key to the City's during events. In addition to standard information (i.e., address, type of use, number of occupants), it would be beneficial to obtain replacement cost and content value for assets and determine whether or not each asset has backup energy. With this data, I can estimate exposure to hazards and evaluate the need/importance for energy during events.

## Risk Assessment (Task 2B)

The purpose of a Risk Assessment is to understand vulnerability. There are generally three (3) different approaches used to conduct a Risk Assessment: two (2) qualitative approaches and one (1) quantitative approach. The first qualitative risk assessment approach entails assessing hazard maps (e.g., fire hazard severity zone maps) against asset inventory information to illustrate the cross section between critical assets and hazard. The second qualitative approach is used when there are no hazard maps available, such as for drought or energy shortage. In these instances, I will use existing available information (i.e., census) to estimate potential exposure. It should be noted that these approaches do not estimate damage (or vulnerability); it simply provides an indication of potential exposure.

For Flood and Earthquake, a quantitative approach can (and will) be used. Hazus, FEMA's national GIS-based natural hazard risk assessment methodology and software, will be used to conduct the quantitative assessment. I will review and validate the existing Hazus earthquake and flood scenarios in the LHMP. This proposal does not include new Hazus runs.

# Mitigation Strategy (Task 2C)

The best approach to identifying mitigation actions are to ensure the problem is well-defined and that the goals and objectives address the problem. Utilizing the work performed under the previous tasks, I will work with the HMPT to reach consensus on the problem and ensure the goals and objectives are comprehensive. I will then work with the HMPT to identify any previous actions within the City that may be considered past mitigation projects, identify new mitigation actions, and develop implementation strategies for all mitigation actions. This will also include utilizing FEMA Mitigation Ideas, climate adaptation guidance material from Cal OES and California Natural Resources Agency, and other available material. Part of the discussion will include considerations of impacts from loss of power; and the need to identify energy solutions to ensure functionality. As part of this effort, I will work with the HMPT to ensure each mitigation action is reasonable, effective, and implementable. A good tool for ensuring this is to incorporate the STAPLEE methodology. STAPLEE stands for Social, Technical, Administrative, Political, Legal, Economic and Environmental, which are factors that should be considered when identifying mitigation measures. As part of this process, I will facilitate discussions on mitigation goals and objectives to help ensure strategic alignment of projects.

#### Phase 2 Deliverables

- Develop and review draft Capabilities and Hazard Profiles LHMP sections
- Analyze and review Hazus maps/reports for earthquake and flood scenario(s)

- Develop and review draft Risk Assessment and Mitigation Strategies LHMP sections
- Hold and prepare meeting materials for HMPT and Public meetings

#### Phase 3- Finalize

During this phase I will work with the HMPT to prepare, review, and revise the draft LHMP. As mentioned, the methodology is designed to capture information along the way. Draft LHMP sections will have been disseminated upon completion of each task above. During this phase, I will

Second Review of Draft LHMP Sections

merge previous reviewed work and create a draft LHMP. I will also work with the HMPT to identify and capture the LHMP monitoring, review, and evaluation process for the next 5 years- a FEMA requirement. As part of the Outreach Plan, I will work with the HMPT to ensure that the public has an opportunity to review and comment on the draft LHMP. Once all public comments have been received and incorporated where appropriate, I will work with the HMPT to finalize and submit the LHMP. I will also complete the FEMA LHMP Review Tool.

I will work with HMPT on comments received during Cal OES and FEMA review. After approval from FEMA, I will work with the City to ensure the LHMP is adopted by City Council. The City is responsible for plan implementation, as well as for monitoring, evaluating and updating the plan in accordance with the process outlines in the LHMP.

## Phase 3 Deliverables

- Develop and review draft LHMP Monitoring section
- Prepare Draft and Final LHMP
- · Hold and prepare meeting materials for HMPT and Public meetings
- Generate City-branded LHMP PowerPoint presentation

## SECTION 3 PROJECT SCHEDULE

The timeline is based on experience working with other clients developing/updating LHMPs. The timeline can be consolidated if necessary, but it will require dedication and commitment by the City and the HMPT. As previously mentioned, I will discuss and finalize the timeline during the Kickoff Meeting. Additionally, although included in the timeline, there is very little control over Cal OES and FEMA reviews. Currently, both have indicated lengthy review delays, and this could be exacerbated if there are major disasters.

	Months													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1- Prepare														
Preparation							//							
Kickoff	Х													
HMPC Meeting #1	Х													
Public Outreach #1	Х													
Phase 2- Develop														
A- Existing Conditions														
HMPC Meeting #2		Х												
B- Risk Assessment														
HMPC Meeting #3			Х											
C- Mitigation Strategy					Vaga.									
HMPC Meeting #4				Х										
HMPC Meeting #5					Х									
Phase 3- Finalize														
Review draft							SHIP OF							
HMPC Meeting #6							Х							
Public Outreach #2							Х							
Work with FEMA/OES										No.				
HMPC Meeting #7										Х				
HMPC Meeting #8												Х		
Local adoption													tern	Milli
City Council Meeting														X

# SECTION 4 PROJECT COST

Below are the proposed project costs to update the 2015 City of Redlands LHMP. The proposed project costs are based on a thorough understanding of and experience working with Planning Teams and the public to develop efficient and effective LHMPs that meet and/or exceed state and federal hazard mitigation requirements. The project budget is scalable and can be adjusted for incorrect "Assumptions and Constraints" or to meet other needs and expectations.

PHASE	TOTAL			
1- Plan Preparation	\$11,800			
2- Develop Plan	\$46,400			
A. Existing Conditions	\$14,300			
B. Risk Assessment	\$11,900			
C. Mitigation Strategies	\$20,200			
3- Finalize Plan	\$15,400			
TOTAL	\$73,600			

## **Assumptions and Constraints**

- One (1) project Kickoff meeting
- Eight (8) HMPT meetings; some may be virtual
- Two (2) public meetings; will be held coinciding with a HMPT meeting
- The HMPT will be engaged and provide information
- Not responsible for recreating or updating leveraged maps
- Redlands is responsible for:
  - contacting and sending out invitations for the HMPT meetings
  - contacting and sending out announcements for public meetings and public messages
  - providing meeting space for HMPT and public meetings
  - providing conference call information for HMPT meetings
  - coordinating LHMP adoption
  - providing editable electronic copy of the information; including tables, maps, and graphics (i.e., Land Use and Zoning Maps)

# EXHIBIT "B"

#### PROJECT SCHEDULE

# **SECTION 3 PROJECT SCHEDULE**

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	Months													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1- Prepare														
Preparation														
Kickoff	X													
HMPC Meeting #1	X													
Public Outreach #1	Х													
Phase 2- Develop	à												c=zlitti.	
A- Existing Conditions														
HMPC Meeting #2		Х												
B- Risk Assessment			PHAR											
HMPC Meeting #3			Х											
C- Mitigation Strategy	T			DE EX										
HMPC Meeting #4				Х										
HMPC Meeting #5					X									
Phase 3- Finalize														
Review draft							diam'r.							
HMPC Meeting #6							Х							
Public Outreach #2							Х							
Work with FEMA/OES									THE WA					
HMPC Meeting #7										Х				
HMPC Meeting #8												Х		
Local adoption													0.517 (15)	To the
City Council Meeting	T									T			1 - 1	X

Consultant shall complete the Services by June 7, 2021, unless the Services are terminated earlier as provided for herein.

#### EXHIBIT "C"

#### PROJECT COST

## SECTION 4 PROJECT COST

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  - providing conference call information for HMPT meetings
  - coordinating LHMP adoption
  - providing editable electronic copy of the information; including tables, maps, and graphics (i.e., Land Use and Zoning Maps)

# **EXHIBIT "D"**

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers (a) duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director

of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
CHECK ONE
I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).
I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.
I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.
APETROW CONSULTING
By: Date: