

Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
INTEGRATED SOLUTIONS CONSULTING**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 21st day of May, 2024 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Integrated Solutions Consulting, Edwardsville, IL (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder

and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seventy Eight Thousand, Seven Hundred Fifty Dollars (\$78,750) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may not be renewed.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Daniel Martin, Principal

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the City of Chino's Emergency Services Coordinator, or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of zero dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Kevin Mensen, Chief of Police

CONSULTANT:

Integrated Solutions Consulting

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1. In addition to the requirements described in this Exhibit A, Consultant shall abide by the Federal procurement standards (Title 2 CFR 200.318-200.326) and FEMA's Program Policy referenced in the document following this page."**

- II. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT A-1



INTEGRATED SOLUTIONS
CONSULTING

CITY OF CHINO

Request for Proposal No. 2024-0003

LOCAL HAZARD MITIGATION PLAN UPDATE



Technical Response

636.346.3949 | www.i-s-consulting.com

BUILDING A MORE RESILIENT FUTURE

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1. COVER LETTER

CITY OF CHINO

March 21, 2024

Dear City of Chino,

I am pleased to submit this proposal on behalf of Integrated Solutions Consulting (ISC) to update the Local Hazard Mitigation Plan (LHMPU) for the City of Chino. As outlined in your Request for Proposal (RFP), the purpose of this project is to comprehensively update risk and vulnerability assessments, develop innovative new mitigation strategies, ensure alignment with state and federal requirements, and effectively integrate climate adaptation and community resiliency.

About Integrated Solutions Consulting

With over 18 years of experience specializing in homeland security, emergency management, hazard mitigation planning, and disaster recovery, ISC has a proven track record supporting diverse communities nationwide. We maintain a 97.1% client satisfaction rating and have been recognized as a Top Supplier by Dun & Bradstreet for our reliability, timeliness, responsiveness, and high-quality deliverables.

Local Knowledge and Expertise

ISC has a proven track record of successfully developing and updating Hazard Mitigation Plans HMPs for communities throughout California, and we are uniquely positioned to create a comprehensive LHMPU for the City of Chino's that addresses its specific needs and challenges. With our deep understanding of the City of Chino's diverse landscape and its vulnerability to natural hazards such as wildfires, earthquakes, and severe weather events, we will work closely with county officials, stakeholders, and residents to identify the most pressing risks and develop practical, actionable strategies to enhance the county's resilience.

Our team will focus on engaging the diverse communities within the City of Chino, ensuring that the LHMPU reflects the needs and concerns of all residents, while building partnerships between the county, local organizations, and state and federal agencies to leverage resources and expertise in implementing the plan's mitigation strategies.

Summary

At ISC, we take great pride in our work and are passionate about making a positive difference in the lives of the people we serve. We understand the critical importance of hazard mitigation planning in safeguarding communities, and we are committed to delivering the highest quality.

We look forward to the opportunity to work with you and to help strengthen your community's resilience in the face of potential disasters. Together, we can create a safer, more secure future for all Californians.

Respectfully Submitted,



Daniel Martin, Ph.D., CEM, CFM
Principal, Integrated Solutions Consulting, Corp.
Dan.Martin@i-s-consulting.com

2. EXPERIENCE AND QUALIFICATION OF THE FIRM

2.1 Firm History

Integrated Solutions Consulting (ISC), incorporated in 2005, is a professional services firm specializing in homeland security, emergency management, public safety, hazard mitigation, and disaster recovery consulting services. ISC has a proven track record of successfully evaluating, developing, and integrating complex disaster/emergency management planning doctrine that follow relevant federal, state, and local programmatic directives and requirements. We are staffed with highly experienced emergency management, law enforcement, public health, disaster recovery, and related public safety professionals.

Throughout *our 16+ years of service*, ISC has had the privilege of supporting diverse communities nationwide as a single-source provider of emergency planning services. Unlike our competitors, we are exclusively focused on providing emergency management and homeland security consulting services to the private and public sector. Our focus in these services provide our staff a wealth of experience and lessons learned, granting Team ISC the ability to not just meet our clients' needs, but deliver services that go above and beyond.

Our Mission is to provide consulting solutions from a professional emergency management perspective for public and private entities. This mission is carried out by our extensive experience in the operational fields of emergency management, homeland security, law enforcement, healthcare systems, environmental, and critical infrastructure engineering; and is supported by our reputation of providing exceptional professional service. We accomplish our mission from our regional offices, located throughout the nation.

Our Principles drive us to achieve continued project success with value-added products:

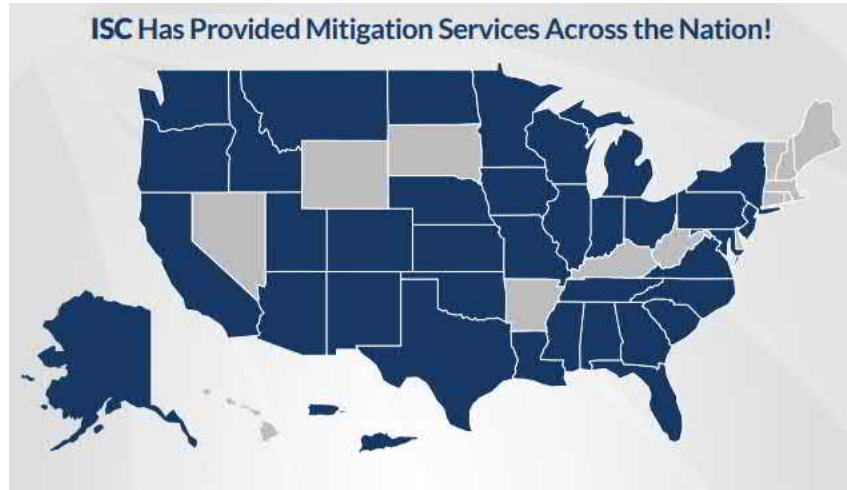
- **Trust:** We treat each relationship as a two-way Partnership with Trust at the core of the relationship.
- **Integrity:** We deliver client-focused results that meet or exceed all FEMA and State compliance demands.
- **Innovation:** By leveraging our experience and research with science and technology, we look to be difference makers by establishing new standards and efficiencies in the industry.
- **Performance:** As evidenced by our D&B Top Supplier Performance Rating, we consistently out-perform our client expectations, setting them up for success in the future.

2.2 Hazard Mitigation Planning Experience

At ISC our success in hazard mitigation planning is more than a function of experience and expertise. Our success is driven by our dedication and passion for creating disaster-resilient communities that hold strong against adversity.

Since 2005, ISC has prepared, updated, and delivered HMPs, per the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), and Title 44 Code of Federal Regulations (CFR)

§201.6.1, for communities, agencies, and jurisdictions of all sizes, scopes, and types, throughout the United States. Additionally, ISC has assisted counties and participating Community Rating System (CRS) communities in identifying repetitive loss structures and developing and integrating mitigation actions that will reduce future impacts from flooding or other natural disasters. Consistent with federal guidance, ISC incorporates the information into the community’s National Flood Insurance Program (NFIP) application.



Following a disaster, ISC works with county and jurisdictional clients to implement their HMP per Section 404 and Section 406 of the Stafford Act. Our comprehensive HMP capabilities and proven subject matter expertise result in HMPs that are consistently accepted upon initial submission to the state and FEMA, successfully positioning our clients to secure funding for implementing future hazard mitigation projects.

Our unprecedented success in hazard mitigation planning is more than a function of experience and expertise; dedication and passion for creating more disaster-resilient communities drives our success. In each case identified below, ISC’s support, services, expertise, and integrated approach resulted in developing hazard mitigation plans that were accepted by the state and FEMA, but also successfully positioned these communities to secure funding for implementing hazard mitigation projects.

2.3 Proven Experts in Hazard Mitigation Planning

As a leading provider of emergency management professional services, ISC is specifically qualified to perform the entire range of activities, as described in the Scope of Work. We are confident that no other firm can match our team’s extensive experience and locally focused approach to this project.

To best encapsulate the benefits, we believe ISC brings this endeavor, we have provided the table below which highlights ISC’s experience, expertise, and capacity to deliver a Hazard Mitigation Plan.

-  Implemented hazard mitigation actions after 100's of disasters
-  Developed hazard mitigation plans for our nation's largest communities.
-  Almost 20 years of hazard mitigation experience
-  Experts in hazard risk assessments & modeling
-  Supported 1,200+ communities in developing FEMA approved hazard mitigation plans
-  Secured & managed billions in section 404 & 406 HMGP funding
-  Experts in FEMA National Flood Insurance program
-  100% approved FEMA plans

Integrated Solutions Consulting – Overall Benefits	
Our Experience	<ul style="list-style-type: none"> ✓ ISC has <i>completed over 50+ Hazard Mitigation Plans</i>, of similar size and scope, for government entities nationwide.
Performance and Capacity to Perform	<ul style="list-style-type: none"> ✓ Our intent is to provide the County with an HMP that is aligned with the State, while meeting: <ul style="list-style-type: none"> – <i>National Flood Insurance Program (NFIP)</i>, – <i>Community Rating System (CRS)</i> – <i>Floodplain Management Planning requirements (Activity 510)</i> – <i>Code of Federal Regulations for Local Mitigation Plans (44 CFR 201.6)</i> ✓ ISC's has a superior record of developing mitigation plans that are not only <i>accepted upon the initial submission to the state/FEMA</i>, but also <i>positioned communities to secure funding for implementing hazard mitigation projects</i>.
References and Recommendations	<ul style="list-style-type: none"> ✓ <i>Repeat business is the best compliment for a consulting firm</i>. We encourage you to contact our references, who are all repeat customers, to ensure a comprehensive picture of our team's experience and solutions.
Qualifications of Staff	<ul style="list-style-type: none"> ✓ ISC consists of 40+ full time employees and <i>maintains a cadre of 250+ emergency management professionals</i> with experience completing services similar in size and scope. ✓ ISC's proposed team is <i>available immediately</i> upon award of the project.
Accuracy of Cost Estimates	<ul style="list-style-type: none"> ✓ Team ISC is dedicated to providing our clients with accurate project pricing. ✓ We have never pursued a change order on a past project. We cannot provide data regarding bid versus final costs estimate, as we have not altered prices provided in our proposals. ✓ The proposed compensation for this project is a firm, fixed price, inclusive of all labor, materials, travel expenses, and all other costs, direct and indirect, necessary for each task identified in the Scope of Work.

2.4 Local Knowledge, Expertise, & Commitment

ISC has been at the forefront of helping communities throughout California develop and update their Hazard Mitigation Plans to better prepare for and respond to natural disasters. With over 16 years of experience and a team of highly skilled professionals, ISC has consistently delivered comprehensive and effective solutions tailored to the unique needs of each California community we serve.

Our work in California has been extensive and impactful, spanning cities both large and small. We understand that each community faces its own set of challenges, and this is especially true for the City of Chino. With its diverse landscape, ranging from suburban neighborhoods to industrial areas and agricultural lands, Chino is exposed to a variety of natural hazards, including wildfires, earthquakes, and severe weather events. ISC recognizes the importance of developing an LHMPU that addresses these specific risks and takes into account the city's unique geographical, economic, and social characteristics.

In the City of Downey, we successfully updated their LHMP to align with the latest FEMA guidelines, collaborating with various city departments to create a comprehensive plan that received FEMA approval. This updated plan not only ensures Downey's eligibility for federal

disaster assistance funds but also provides a roadmap for implementing mitigation strategies that will protect lives, property, and infrastructure in the event of a natural disaster.

Similarly, in the City of La Mirada, we developed a new LHMP that addressed the city's unique vulnerabilities to natural disasters such as earthquakes, urban fires, droughts, floods, and climate change. By carefully analyzing the city's geographical landscape and working closely with public agencies, private organizations, and citizens, we helped La Mirada create a plan that minimizes potential losses and enhances the community's resilience.

ISC's proactive approach and commitment to community engagement were evident in our work with the City of Beverly Hills, where we updated their 2016-2021 LHMP by engaging stakeholders and the entire community. This inclusive process ensured that the final FEMA-approved plan, which was adopted by the City Council, reflected the needs and priorities of the people of Beverly Hills, making it more likely to be effectively implemented.

We believe that our experience, expertise, and dedication to community-driven solutions make ISC the ideal partner for the City of Chino in updating their Local Hazard Mitigation Plan. By working closely with the city's stakeholders and residents, we will develop an LHMPU that not only meets FEMA requirements but also addresses Chino's unique challenges and strengthens the community's resilience in the face of natural disasters.

2.5 Recent Projects

The projects below provide a representative list of projects, of a scale and complexity similar to this project engagement. In each case identified, ISC's support, services, expertise, and integrated approach resulted in developing Hazard Mitigation Plans that were accepted by the state and FEMA, but also successfully positioned these communities to secure funding for implementing hazard mitigation projects.

Summary of ISC HMP Projects			
Client	Date	Type of Contract	Description
Clemson University	2022	HMP	University Hazard Mitigation Plan
Lake County, IL	2022	HMP	County Hazard Mitigation Plan Update
La Mirada, CA	2022	HMP	City Hazard Mitigation Plan Update
Detroit, MI	2021	HMP	City Hazard Mitigation Plan Update
Dawson Co. MT	2021	HMP	4-county Hazard Mitigation Plan Update
Lenowisco Planning District, VA	2020-2021	HMP	Regional Hazard Mitigation Plan Update
Campbell Co. TN Dept. of Finance	2019-2020	HMP	County Hazard Mitigation Plan Update
Cook Co. IL DHSEM	2020	HMP	County Hazard Mitigation Plan Update 136 participating jurisdictions Plan initiated, approved, and adopted within a 5-month timeframe.

Summary of ISC HMP Projects			
Client	Date	Type of Contract	Description
Milwaukee Co. WI OEM	2017	HMP	County Hazard Mitigation Plan Update
Kootenai Co. ID OEM	2020	HMP	County Hazard Mitigation Plan Update and Wildfire Mitigation Plan
Salt Lake United Fire Authority, UT	2019-2020	HMP	County Hazard Mitigation Plan Update Level 3 HAZUS
Portage Co. WI	2019-2020	HMP	County Hazard Mitigation Plan Update
Madison Co. ID	2018-2019	HMP	County Hazard Mitigation Plan Update
Franklin Co. OH EM & HS	2017-2018	HMP	County Hazard Mitigation Plan Update
Hamilton Co. OH OEM & HS	2017-2018	HMP	County Hazard Mitigation Plan Update
Royal Oak, MI	2017-2018	HMP	City Hazard Mitigation Plan Update
Oakland Co. MI	2017-2019	HMP	County Hazard Mitigation Plan Update
Carter Co. TN	2016-2018	HMP	County Hazard Mitigation Plan Update
Hardin Co. IA EM	2016-2018	HMP	County Hazard Mitigation Plan Update

2.6 Project Qualifications

Since 2006, ISC has been a single-source provider of single and multi-jurisdiction hazard mitigation plans, for jurisdictions across the U.S. Over our fifteen-year history, ISC has conceptualized, designed, developed, planned, prepared, and delivered 50+ local and multi-jurisdiction hazard mitigation plans, similar in size, scope, and complexity to that requested in the RFP.

Provided below are some notable examples of hazard mitigation plans that ISC has previously delivered to other agencies and jurisdictions, of similar size and scope. We are happy to provide additional information, on any of the examples below, upon request.

Hazard Mitigation Plan Update

City of Downey, CA

In 2022, ISC was awarded the contract for completion of the City of Downey’s Local Hazard Mitigation Plan (LHMP) update. The City’s existing LHMP (adopted in 2017) required an update based on the Local Multi-Hazard Mitigation Planning Guidance published by FEMA in April 19, 2022. The final deliverable to the client being a FEMA approved LHMP. In coordination with the City, ISC City was responsible for assembling a Hazard Mitigation Planning Team consisting of City personnel, including: Fire Department, Public Works, Community Development, Parks and Recreation and the Police Department. Additionally, ISC reviewed the natural and man-made hazards that threaten the City. ISC collected and incorporated information and comments throughout the LHMP process, making all necessary revisions, and prepared a Final Plan for submittal to Cal OES and FEMA for review and approval.

Hazard Mitigation Plan

City of La Miranda, CA

In 2022, ISC was awarded the contract to coordinate, facilitate, and prepare the City of La Miranda's New Local Hazard Mitigation Plan pursuant to the Disaster Mitigation Act of 2000. The plan was required to be consistent with the State of California's Federal Emergency Management Agency's (FEMA). The plan was developed to help identify mitigation actions that would make the City and plan participants more resistant to disasters, including earthquakes, urban fires, droughts, floods, and climate change, as required by California Government Code Section 65302.

La Mirada is 7.82 total square miles in area. It is located in southeast Los Angeles County near the Orange County border and offers the benefits of living in a mild Southern California climate. La Mirada is characterized by the unique and attractive geographical landscape and weather that makes the region popular among residents and visitors. However, the potential impacts of natural hazards associated with the terrain make the environment and population highly vulnerable to natural disasters.

Additionally, La Mirada is subject to earthquakes, flooding, landslides, and wildfires. It is impossible to predict exactly when these disasters will occur or the extent to which they will affect the City. However, with the development of the Hazard Mitigation Plan, careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, ISC was able to assist the City in minimizing the losses that can result from these natural disasters.

Multi-Jurisdictional Hazard Mitigation Plan

Hamilton County, OH

The Hamilton County Emergency Management Agency (EMHSA) requested ISC to develop the MJ-HMP. The ISC Team facilitated nine webinars over two weeks to introduce the mitigation planning process to local officials, engaging 47 of the County's 48 jurisdictions to participate in at least one webinar. Next, ISC planned and facilitated seven hazard mitigation planning workshops throughout the County to identify hazards and update and consider new mitigation strategies, gaining full participation from each of the County's 48 jurisdictions. Our Team then designed and distributed a comprehensive public survey that reached 1,825 residents and resulted in 1,328 completed responses.

ISC leveraged survey data to inform the hazard risk prioritization process, ensuring the MJ-HMP addressed the public's concerns and priorities. ISC also planned, advertised for, and executed two public forums sharing the MJ-HMP draft with County residents, providing all members of the community with an opportunity to provide input for review and comment. MJ-HMP participants assessed over 300 hazard mitigation strategies/actions, resulting in a prioritized list of 111 new strategies/actions, in addition to 180 ongoing/updated mitigation strategies/actions from the 2013 Plan, and 47 completed strategies/actions. The County's MJ-HMP received Ohio Emergency Management Agency (EMA) and FEMA approval.

Multi-Jurisdictional Hazard Mitigation Plan Update

Cook County Department of Emergency Management and Regional Security (EMRS)

The ISC Team recently completed the nation's largest HMP Update within five months. ISC was recently engaged by the Cook County Department of Emergency Management and Regional Security (DEMRS) to conduct its 2019 MJ-HMP Update, covering a total of 136 jurisdictions. The ISC Team worked closely with Cook County DEMRS, Illinois Emergency Management Agency (IEMA), and personnel to accomplish significant improvements in their 2014 MJ-HMP. Our Team increased participation in public outreach activities by over 230% and gained participation by previously non-participating counties. Recently, IEMA and FEMA formally approved this Plan.

Hazard Mitigation Plan

Oakland County, MI

The Oakland County HMP was completed with the assistance of the Oakland County Homeland Security Division, members of the Oakland County Local Emergency Planning Committee (LEPC), members of the community, representatives, and leaders from each of the 62 communities and many of the 28 school districts in the County, the Michigan State Police Emergency Management and Homeland Security Division Mitigation Recovery Section. Over 150 individuals were involved in the preparation, evaluation, and community outreach components of this Plan. The HMP evaluated over 50 hazards during the 2017 Oakland County HMP Update. Plan participants assessed over 300 hazard mitigation strategies. A hazard mitigation and preparedness questionnaire was developed to gauge household preparedness for all hazards and the level of knowledge of tools and techniques that assist in reducing risk and loss. The 30-question survey reached 1,150 residents and resulted in 854 completed responses. On average, it took respondents 16 minutes to complete the survey. Multiple Webinars were conducted between August 29, 2017, and September 8, 2017. In total, seven webinars were offered to municipal and school district representatives. Webinars lasted about one hour. Four workshops were held strategically throughout the County for the identification and prioritization of hazards, hazard mitigation strategies and action plans. The workshops were specifically geared for municipal and school district stakeholders. The Plan received State and FEMA approval.

Hazard Mitigation Plan Update

Salt Lake County, UT

In 2019, ISC was engaged by Salt Lake County Office of Emergency Management (SLCo EM) to update its 2015 Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan, set to expire March 2020. Our Team worked closely with SCLo EM staff and the wider Salt Lake County Mitigation Planning Team (comprised of stakeholders from most jurisdictions, including Cottonwood Heights and West Valley) to review and revise significant changes the County has undergone over the past five years.

In addition to leveraging the previous HMP, ISC reviewed other Countywide and relevant municipal plans to inform their approach to the update. ISC's HMP Update was recently approved by the Utah Division of Emergency Management (DEM) and received APA by FEMA Region VIII.

2.7 Legal Information

ISC Company Information	
Company Structure	S-Corporation
Company Ownership	Illinois, 2005
Number of Employees	40+ Full-time employees Nationally
Litigation	<p>As outlined in the RFP, the below situations are not applicable to ISC.</p> <ul style="list-style-type: none"> • Conviction or indictment of the firm or any officer of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law. • Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment. • Termination of a contract for convenience or for cause.

3. KEY PERSONNEL

3.1 Key Staff

The ISC Team consists of 40+ full time employees and maintains a cadre of **250+ emergency management professionals** with experience completing Hazard Mitigation Planning services. ISC has drawn from this extensive pool of highly experienced and qualified resources, and specifically identified key personnel for this project. The ISC Team offers Certified Floodplain Managers, Community and Mitigation Planning Subject Matter Experts, and Certified HAZUS Practitioners. The table below summarizes the organization of our proposed team, as well as their roles, qualifications, and relevant experience, relative to the details requested in the RFP.

Key Staff		
Staff & Role	Qualifications	Relevant Experience
Daiko Abe <i>Project Manager</i>	<ul style="list-style-type: none"> MS, Emergency Management Certified Floodplain Manager 	<ul style="list-style-type: none"> Salt Lake County, UT, MJHMP Cook County, IL MJHMP Hamilton County, OH HMP Project Manager for over 20 FEMA-approved hazard mitigation plans across the nation, in addition to providing subject matter and planning support to multiple other mitigation plans.
Jake Halley <i>GIS Specialist</i>	<ul style="list-style-type: none"> Lead planner for multiple MJHMPs nation-wide HAZUS-MH Professional 	<ul style="list-style-type: none"> City of Detroit HMP City of Galveston, TX HMP St Charles Parish, LA MJHMP San Miguel County, NM MJHMP UTMB Galveston.404 and 406 mitigation activities
Elyzabeth Estrada, <i>Planner</i>	<ul style="list-style-type: none"> Bachelor of Science 	<ul style="list-style-type: none"> University of Miami Health System & Miller School of Medicine, Emergency Manager Seminole Tribe of Florida, HMP
Yahiritza Álvarez, <i>Planner</i>	<ul style="list-style-type: none"> Executive Master of Professional Studies in Emergency and Disaster Management, Georgetown University, 2014 Bachelor of Science 	<ul style="list-style-type: none"> Miami-Dade County Office Emergency Management, Emergency Management Planner 5-year update of Miami-Dade County's Local Mitigation Strategy
Daniel M. Anderegg, <i>Planner</i>	<ul style="list-style-type: none"> MSc., Threat and Response Management, University of Chicago, 2020 BSc., Public Safety Management, Calumet College of St. Joseph, 2016 Bachelor of Science 	<ul style="list-style-type: none"> Experience in command center operations, program development, systems analysis, as well as data performance analytics.

The ISC Team understands that availability of key staff for task assignments is critical to moving programs and projects forward. The ISC Team's proposed staff is available immediately, upon award of the project. For those circumstances beyond our control, the ISC Team will submit the replacement key staff's qualifications for review. If any additional resources are required the ISC Team will provide approved additional staff, as necessary

4. REFERENCES

HMP Update 2022

City of La Mirada

LOCATION	La Mirada, CA
LENGTH OF CONTRACT	2021 – Present
CONTRACT VALUE	\$57,982.16
REFERENCE	Mark Rounds 562-902-2960 mrounds@cityoflamirada.org

PROJECT DESCRIPTION

The ISC Team assisted the City in developing an HMP Update compliant with the Stafford Act, DMA 2000, 44 CFR Part 201, §201.6, working with local leaders and stakeholders to ensure hazards, risks, and vulnerabilities identified paths to mitigation and community resiliency. The plan is currently in the public comment period. Once comments are received, the ISC team will review them with the City Project Manager, revising the plan accordingly, then will submit the final plan for CalOES and FEMA approval.

HMP Update 2022

City of Detroit’s Homeland Security & Emergency Management Department (HSEMD)

LOCATION	Detroit, MI
LENGTH OF CONTRACT	2021 – 2022
CONTRACT VALUE	\$48,997.12
REFERENCE	Donna Northern, Emergency Management Coordinator 500 Griswold Street Detroit, MI 48226 313-600-5266 northend@detroitmi.gov

PROJECT DESCRIPTION

The City of Detroit’s Homeland Security and Emergency Management Department (HSEMD) contracted ISC to update their local hazard mitigation plan. ISC identified and coordinated with city departments and local stakeholders to address hazard risks and vulnerabilities, and to identify practical mitigation actions that address the most impacting hazards in the city. Additionally, ISC and the local HSEMD partnered to conduct public meetings in some of the city’s most vulnerable neighborhoods with the goal of addressing community concerns and needs. ISC also worked with the State Hazard Mitigation Office and FEMA Region V to address recent significant urban flooding and the means to reduce impacts across the city. The final plan, approved by FEMA, was locally adopted and implemented in early 2022.

Hazard Mitigation Plan

Client: Oakland County, MI

LOCATION	Oakland County, MI
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Hazard Mitigation Plan

Client: Oakland County, MI

PERIOD OF PERFORMANCE	2017 – 2019
REFERENCE	Thomas Hardesty, Manager 1200 Telegraph Rd. Pontiac, MI 48341 hardestyt@oakgov.com 248-452-9578
CONTRACT VALUE	\$111,750

PROJECT DESCRIPTION

The Oakland County HMP was completed with the assistance of the Oakland County Homeland Security Division, members of the Oakland County Local Emergency Planning Committee (LEPC), members of the community, representatives, and leaders from each of the 62 communities and many of the 28 school districts in the County, the Michigan State Police Emergency Management and Homeland Security Division Mitigation Recovery Section. Over 150 individuals were involved in the preparation, evaluation, and community outreach components of this Plan.

The HMP evaluated over 50 hazards during the 2017 Oakland County HMP Update. Plan participants assessed over 300 hazard mitigation strategies. A hazard mitigation and preparedness questionnaire was developed to gauge household preparedness for all hazards and the level of knowledge of tools and techniques that assist in reducing risk and loss. The 30-question survey reached 1,150 residents and resulted in 854 completed responses. On average, it took respondents 16 minutes to complete the survey. Multiple Webinars were conducted between August 29, 2017, and September 8, 2017. In total, seven webinars were offered to municipal and school district representatives. Webinars lasted about one hour. Four workshops were held strategically throughout the County for the identification and prioritization of hazards, hazard mitigation strategies and action plans. The workshops were specifically geared for municipal and school district stakeholders. The Plan received State and FEMA approval.

5. SCOPE OF WORK

5.1 Work Plan Overview

Based on our prior experience developing LHMPUs, we have learned that success means more than gaining FEMA and state approval and local adoptions: *the client defines success*. Accordingly, ISC believes it is essential to establish a clear understanding of goals and objectives upon contract execution.

ISC's approach to developing the LHMPU is a five-task method consistent with the Scope of Work (SOW), and compliant with industry best practices, federal and state requirements, and lessons learned from across the homeland security enterprise. Our approach for preparing, and subsequent adoption of the LHMPU is detailed in the following pages. ISC is happy to provide additional information, upon request.

5.2 Task 1: Project Management

Subtask 1.1: Project Initiation

Upon notification of contract award, the ISC Team Project Manager will immediately contact the designated City of Chino Project Manager to set up a Project Initiation Meeting. The ISC Team will be prepared to schedule and conduct this meeting within seven days of contract award. Additionally, the ISC Project Manager will request contact information for additional participants and confirm with the designated City of Chino Project Manager the desired format or location for this meeting (i.e., in-person, remote, preferred platform, etc.). Once these elements are confirmed, the ISC Team will schedule participants to the Project Initiation Meeting via MS Outlook Calendar Invitations.

Best Practice #1

ISC offers a customized interactive mitigation planning participation module that allows committee members and stakeholders to learn about the mitigation process and provide real-time feedback and input in the plan development. Data analytics track and document your team's participation in the planning process.

During the initial meeting, we will introduce the proposed ISC Team, present the Project Work Plan (PWP), identify initial data requests, and establish processes for collecting data, the designation of control, points of contact, and quantity of and schedule for project deliverables. Additionally, we will discuss and define administrative requirements for the project, including correspondence, invoicing, and other related project issues. This project kick-off meeting will outline expectations and responsibilities.

Subtask 1.2: Project Work Plan Development & Internal Controls







Central to ISC's project management approach is the development of the Project Work Plan (PWP). Simply put, the PWP is a formal, approved document used to guide both project execution and project control borne out of consultant and client collaboration.


The ISC Project Manager will utilize the PWP to guide the execution of all project tasks and to manage the quality of the overall project engagement. The PWP will guide the execution of the project, measure progress, and depict the proposed team structure with assigned functions, duties, and responsibilities that will meet the project needs.



Subtask 1.3 Project Reporting & Meeting Planning

From our experience completing similar projects, ISC believes that, given the importance of project reporting, all associated activities must be clearly defined, precisely completed, and evaluated, and agreed upon by both our Team and the City of Chino. Key PWP tasks are included below.

Team ISC’s Project Management Approach	
 <p>1. Scope Management</p>	Identifies the project description, goals, and objectives; evaluates the project structure, scope management, and controls; supports quality assurance procedures, and manages project risks and mitigation.
 <p>2. Resource Management</p>	To facilitate increased coordination and provide a technical contractor that will meet and exceed expectations, ISC has selected the most qualified staff for this project. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. <i>These changes would be implemented only with approval.</i>
 <p>3. Communications & Information Management</p>	ISC and its team have invested in advanced technologies to facilitate communication and information sharing between our key personnel and staff. The video conferencing and desktop sharing capabilities of our company has proven to be extremely helpful in past projects and have served to increase internal and external communication.
 <p>4. Potential Risks & Mitigation Strategy</p>	At the beginning of the project, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.
 <p>5. Quality Assurance & Control</p>	ISC’s Quality Assurance Plan (QAP) defines the organization and the methodology used for all ISC project engagements. The QAP: 1) Identifies processes that will be applied to assure quality; 2) Defines roles and responsibilities to ensure a successful, timely project with deliverables on time; 3) Provides the indicators to allow appropriate decisions and tracks/reports progress; 4) Describes software management practices: procedures, rules, and applicable methods for the project; and, 5) Outlines documentation management/delivery.
 <p>6. Project Status Reports</p>	The ISC Project Manager will provide a “Project Status Report” to the designated City of Chino representative(s) at the agreed-upon interval (typically biweekly or monthly). The Report will include a summary of accomplishments by task, project progress assessment, major deliverables for the reporting period, a summary of the

Team ISC's Project Management Approach	
	tasks due during the next reporting period, any foreseeable project risks and solutions, and financial status for individual tasks as well as the overall project budget.
 7. Invoices & Quarterly Grant Reporting.	The ISC Project Manager will provide invoices to the designated City of Chino representative(s), which can be sent either by deliverable or monthly. To ensure the City of Chino meets all compliance and reporting requirements, the ISC Team will maintain detailed records of work and expenditures and submit financial and contract performance reports following the grant reporting schedule.

5.3 Task 2: Organizing Resources

As earlier noted, by defining the City of Chino's vision of success and expectations at the onset of the project, our Team will readily collaborate with the City of Chino to ensure the complete realization of all objectives.

Subtask 2.1 Formation of Planning Team & Initial Meetings

At a minimum, there should ideally be at least one representative for each relevant the City of Chino department and each participating jurisdiction. However, given departmental overlap, a single representative with authority to represent multiple departments can be accommodated.

ISC will record the name of every person invited, their email, the date of the invitation, the method of the invitation, whether the person agreed to participate, and whether the person provided feedback on the LHMPU. The plan will also include copies of all meeting invitations, a list of everyone invited to each meeting (along with their positions, the departments they represent, and if they attended), and meeting sign-in sheets (and minutes, if desired).

Best Practice #2
 ISC provides analytical reports of each committee member's time in the system reviewing the plan, collaborating with committee members, and participating in the mitigation planning tools. This participation is shared and reported in a format that is consistent with FEMA's quarterly reporting requirement.

Subtask 2.2 Documentation of the Planning Process

As part of the overall planning process, ISC will coordinate, schedule, facilitate, and support all meetings and conferences with the Planning Team (both formal planning meetings, project status meetings, and any ad hoc meetings or briefings). ISC will:

- ✓ Coordinate the scheduling of meeting rooms with the designated the City of Chino Project Manager and any designated facility representatives, and send/manage invitations, reminders, and registration (via MS Outlook Calendar appointments)
- ✓ Reserve, establish and ensure functionality of any conference lines and/or any web-based meeting platforms (i.e., webinars, GoToMeeting, RingCentral, Microsoft Teams, WebEx, etc.)
- ✓ Disseminate conference line and/or web-based meeting access information, such as call-in numbers, URLs, etc., and access instructions to remotely participating individuals
- ✓ Develop for each meeting an agenda, presentation slide deck, and appropriate read ahead or draft LHMPU content or materials

- ✓ Distribute, electronically, all written planning meeting materials to the Planning Team, including read ahead, meeting handouts, and/or draft materials, no later than seven days prior to the meeting
- ✓ Provide hard copies of all written planning meeting materials, in sufficient quantity, for each planning meeting
- ✓ Provide and affix all signage, as well as provide, set up, test for functionality, and operate any audio/visual equipment (i.e., projectors, public address, etc.), as needed or requested
- ✓ Facilitate all meetings, conferences, orientations, and/or briefings
- ✓ Record and publish meeting minutes to the participants and designated POCs, no later than one week following the meeting

Subtask 2.3 Public & Stakeholder Outreach Strategy

A hallmark of ISC’s LHMPU process is robust public involvement, including advertisements in local newspapers, preparation of public service announcements, online surveys, distribution of brochures, newsletters, and fliers and posting information and announcements on local government websites and social media platforms.

ISC will work directly with the City of Chino stakeholders to ensure the identified mitigation actions are effective, efficient, scalable, and pragmatic.

For the City of Chino’s LHMPU planning, ISC will facilitate two public outreach workshops in addition to developing and distributing a LHMPU Survey. ISC will work with local stakeholders to increase public awareness and encourage public participation, especially in the review process. Reaching underserved populations will be a special emphasis to ensure equitable outcomes and considerations are included in the plan.

In addition to the two public meetings, ISC will facilitate LHMPU workshops for representatives from relevant City of Chino departments and participating jurisdictions.

During these workshops, we will review the risk assessment report and composite maps. The emphasis of the workshop is knowledge and understanding of the hazards and better preparation for determining mitigation actions.

Ultimately, ISC recommends conducting four to six virtual and on-site meetings throughout the hazard mitigation planning process. These public and steering committee meetings will occur as part of a documented project schedule presented to the Planning Team. Our Team will take all the necessary steps to engage participants, educating them on the importance of the LHMPU, and including interactive activities throughout the meetings.

Though this is inexhaustive, the meetings will address the following key points:

- ✓ Address FEMA’s requirements for mitigation plans, as identified in the DMA 2000, CFR Part 201.6, the American Planning Association’s Hazard Mitigation: Integrating Best Practices into Planning, and the most current FEMA “how-to” planning guidance.
- ✓ Address state requirements for mitigation plans
- ✓ Identify members’ contribution to the planning process.
- ✓ Address preliminary goals and objectives.
- ✓ Identify (and debrief) meetings with key community stakeholders and any other bodies that may seem appropriate.

- ✓ Distribute questionnaires that will assist in identifying resources that will be needed for successful completion of the project.
- ✓ Highlight the progress-to-date and the schedule for the remainder of the planning process.
- ✓ Solicit input from members throughout the planning process.

5.4 Task 3: Hazard Identification and Risk Assessment

A community’s hazard risk assessment is a critical document that defines a community’s strategic common operational picture to mitigate, as well as prepare, protect, respond, and recover to emergencies and disasters.



The ISC Team will rely on its experience developing natural, technological, and political hazard risk and vulnerability assessments for some of the nation’s most complex communities and infrastructure systems.

Our team’s proven methodology ensures:

- ✓ Ensures uniformity among hazard categories
- ✓ Utilizes empirical values applicable to all communities, facilities, and systems
- ✓ Employs complex GIS modeling and analysis of probable scenarios to provide planning considerations of social, political, and physical impacts
- ✓ Grants the flexibility needed to integrate the vulnerability assessments of critical assets accurately and systematically
- ✓ Provides consistency between the State’s approach as applicable while addressing the unique characteristics and attributes of the City of Chino.

As part of the community’s overall risk assessment, the ISC Team will provide an analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally; developing the hazard profiles, parameters, and characteristics; assessing possible vulnerabilities; determining probable scenarios, and modeling select hazards.

Subtask 3.1 Hazard Identification and Profiles

The ISC Team will help the Planning Team identify and review all the hazards that might affect the community and will narrow the list to the hazards that most likely will impact the community. Our team will obtain this information through various avenues, including, but not limited to:

1. **Research of historical documents and data:** By accessing newspapers, historical societies, database searches, etc., the ISC Team will gather records that may contain

Best Practice #3

ISC documents the planning process, provide a method of on-going committee collaboration, offer an archival repository of planning meeting minutes and information, and ensure the active participation of committee members and key stakeholders throughout the life cycle of the Hazard Mitigation planning process.

dates, the magnitude of the events, damage, and further evidence of the past natural disasters in the community.

2. **Review of existing plans and reports:** To ensure the City of Chino is covering all the possible hazards, our team will collect and review plans and documents that may have information on hazard planning. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. Also, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards.
3. **Inventory Assets:** Using GIS data management and analysis, an inventory of the City of Chino's assets will be developed based on the categories defined in the DHS/FEMA protocol. This inventory of assets will assist in identifying areas that are subject to the various natural hazards in the subject area. These categories are:
 - a. Transportation Systems
 - b. Lifeline Utility Systems
 - c. High Potential Loss Facilities (financial institutions, government buildings, etc.)
 - d. Hazardous Waste/Materials Facilities
4. **Profile Hazards:** Per FEMA, each hazard profile will include a description of the hazard, previous occurrences, locations, and extents, and the probability of future occurrences. Included in this assessment will be the assessment of all dam risks as outlined in Appendix G: High Hazard Potential Dams Grant Program Mitigation Plan Requirement. Additionally, the hazard profile section will address climate change and equitable outcomes and considerations.

In close coordination with the Planning Team, the ISC Team will reach out to local, state, and federal governments to obtain hazard information, development trends, known vulnerabilities, and past experiences mitigating, responding, and recovering from disasters. These efforts may include (as appropriate):

- ✓ Interviewing pre-identified local officials and FEMA officials; and,
- ✓ Contacting other resources such as Natural Hazards Center, Hazard Disaster Center, National Weather Service, Association of State Floodplain Managers, International Association of Emergency Managers, etc.

Many sections (at a minimum, flooding, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity.

Subtasks 3.2 and 3.3 Hazard Mapping & Vulnerability Assessment

Led by our GIS/HAZUS Analyst, our Team will work directly with the Planning Team to conduct a GIS-HAZUS Level 2 Analysis, modeling varying hazard scenarios depicted by the client.

For these tasks, an initial inventory of the City of Chino assets will use the baseline data contained in HAZUS-MH and supplemented by GIS data provided by the City of Chino. The effort includes developing

Selected sections of the Hazard Profile (at a minimum flooding, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity.

and mapping a general inventory of assets in the applicable planning area. Using a base map, the ISC Team will identify the assets inside areas for each identified hazard that has a defined physical geographic boundary.

Our team will review the inventory to ensure that all facilities, infrastructures, and sectors critical to the continuity of government, operations, and services provided by the City of Chino are included in the mitigation planning process. Additionally, our team will conduct GIS-HAZUS Analysis Models of varying hazard scenarios.

The loss estimation process will utilize HAZUS-MH modeling (or other modeling program), GIS analysis, historical disaster data and information, and quantitative analysis to estimate the losses to natural and human-induced hazard events in a defined area. The analysis will include the following:

- Estimation of the losses to structures;
- Estimation of the losses to contents;
- Estimation of the losses to structure use and function;
- Projection of human losses; and,
- Estimation of the primary direct and indirect loss.

Best Practice #4

ISC's proprietary CVR2 Model is a prioritized indication of planning risk considerations and dashboard analytics that can be incorporated into the community's preparedness efforts, that will increase programmatic efficiency, operational effectiveness, and a unified common operational picture.

Our team will use HAZUS-MH (or other modeling programs) and GIS analysis to determine which individual assets could sustain the largest potential losses, by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process will produce the following:

- Calculation of the losses to each asset;
- Calculation of the estimated damages for each hazard event; and,
- Creation of a map that shows a composite of the areas of highest loss.

To ensure the GIS mapping effort is as comprehensive as possible, an inventory of critical facilities will be developed, and may include the following:

- Key end users (Special population centers, such as daycare facilities, nursing homes/elderly housing, medical, and correctional facilities)
- Water and wastewater treatment plants and associate pumping stations;
- Power generation, transmission, and delivery facilities;
- Hazardous materials facilities;
- Repetitive loss properties;
- Population density; and,
- Structures delineated by use (residential, commercial, industrial, institutional, and others as appropriate).

Best Practice #5

Unlike our competitors, ISC offers FAA-licensed operators to conduct drone flights per 14 CFR part 107. Incorporating aerial analysis gives a new perspective on existing hazard risks & hazard mitigation actions. Aerial imagery analysis and modeling of high hazard areas, recovering communities, and vital infrastructure assets can be incorporated into your LHMPU.

As part of the vulnerability assessment, our team will look at future development trends and special considerations (i.e., historical property, environmentally sensitive areas, etc.) that can have a significant impact on a community's risk of hazards. The impact of these trends and special considerations on the community's risk is directly proportional to the size of the community, community values, and the significance of the development trend or special consideration.

With input from the Planning Team, our team will analyze the effect of any significant future development trends and special considerations identified by the City of Chino to determine their positive or negative impacts on hazard profiles, inventoried assets, or projected losses.

Subtask 3.4 Capabilities Assessment

ISC will conduct an in-depth and comprehensive review of the mitigation capabilities and tools currently available to the City of Chino to implement the mitigation strategy. The assessment will include an inventory of existing plans, policies, and procedures that the City of Chino has in place to mitigate the effect of hazards. Our team will also look at fiscal, staffing, and organizational capabilities.

5.5 Task 4: Developing a Mitigation Strategy

Identifying and prioritizing mitigation actions are the fundamental components of an LHMPU. In the previous tasks, ISC redefined hazards, reassessed vulnerabilities, and the losses were estimated. Our Team will craft a prioritized list of mitigation actions that will reduce future risks and losses. This task will allow ISC to identify goals and objectives; identify and reevaluate mitigation actions, and develop the capabilities assessment, and identify mitigation strategies.

This effort will also include a progress update on the mitigation actions taken during the last five years, regardless of inclusion in the previous LHMPU or funding source. This progress update will provide context and ideas for new projects.

Subtask 4.1 Develop Hazard Mitigation Goals

Based upon the hazard profiles, hazard loss, vulnerability, and risk assessment, the Planning Team will identify mitigation goals that articulate the City of Chino's desire to protect people and structures, reduce the cost of disaster response and recovery, and minimize disruption to the community following a disaster.

ISC will prepare a Memorandum stating the identified Mitigation Goals and Objectives, as identified by the Planning Team and schedule and conduct a meeting to review draft mitigation goals and objectives with the Planning Team and the public. ISC will solicit feedback to gain buy-in and consensus.

Information revealed in the hazard profiles, and loss estimation will be used to develop clear mitigation goals. ISC will host the planning meeting and review the hazard profiles with details on the causes of hazards, the likelihood of occurrence, the potential severity, and the extent of areas affected. ISC will review the loss estimation dollar amount of damages for hazard events, as well as related economic information like business interruptions and revenue losses.

Subtask 4.2 Develop, Evaluate, & Prioritize Mitigation Actions

ISC will reevaluate mitigation actions consistent with the goals and objectives that were previously defined and will evaluate the mitigation actions to determine the action's effectiveness and efficiency for preventing, protecting, and reducing damages to the community's assets from natural hazards. Input will be considered from relevant state and federal agencies, as well.

ISC will work directly with the City of Chino stakeholders to ensure the identified mitigation actions are effective, efficient, scalable, and pragmatic.

Evaluation of these mitigation actions will be based on, but not limited to, the following criteria:

- Technical feasibility
- Economic benefits
- Environmental impacts
- Community acceptance
- Staffing and funding (Administrative)
- Maintenance needs
- Political support
- Legal authority
- Historic projects of similar scope and magnitude

All mitigation actions, regardless of their criterion, will be assessed and discussed. Each mitigation action will include the following:

- Project Name and Number
- Goal and/or Objective being met
- Hazard to be mitigated
- Description of the Problem
- Project Description
- Estimated Timeline
- Whether or not the project is related to a Critical Facility (and if so, assurance that the facility will be protected to the 500-year event or greatest damage scenario).
- Lead Agency responsible for implementation
- Estimated Costs
- Estimated Benefits
- Potential Funding Sources

Subtask 4.3 Mitigation Actions Implementation Strategy

The implementation strategy identifies how the City of Chino proposes to achieve its mitigation goals and objectives. The Mitigation Actions Implementation Strategy will redefine, identify, and confirm mitigation actions, partners, resources, and schedules.

The implementation strategy will also cover potential funding sources. The sources will be described and include a website link for further information.

ISC will prepare a draft Mitigation Actions Implementation Strategy for review by the Planning Team. Once reviewed, ISC will incorporate changes to the newly created Mitigation Actions Implementation Strategy.

The strategies proposed by ISC will ensure compliance with DMA 2000 and will delineate between pre-disaster (FEMA's BRIC program) and post-disaster (HMGP 404 and 406) actions. The ISC Team will provide technical support to the six-hazard mitigation and preparedness categories, as defined by FEMA: prevention, property protection, public education and awareness, natural resources protection, emergency services, and structural projects.

5.6 Task 5: Assisting in Plan Adoption, Monitoring, and Evaluation

The ISC Team will write a complete final draft of the LHMPU for the City of Chino. The plan will include a risk assessment and mitigation strategy as well as a process for maintaining the plan so that it continues to be a useful document for the rapidly growing and urbanizing communities.

ISC will deliver final drafts to the City of Chino officials and relevant stakeholders. These deliverables will integrate with the business flow and be compliant with federal, state, and local regulations.

Subtask 5.1 Maintenance Strategy

The Plan Maintenance section, included in the final plan, will ensure that the document continues to be viable and is compliant with federal directives, and that the plan moves toward implementation over the next 5 years. **ISC also commits to offer a one-year plan maintenance review.**

The maintenance strategy will detail how the City of Chino will monitor, evaluate, implement, and update the Plan. Updates or changes to the plan will be made periodically to accommodate evolving needs and to respond to actual disasters. ISC has developed multiple year-by-year implementation strategies, which ensures the plan remains viable and relevant.

Subtask 5.2 Incorporation into Existing Planning Mechanisms

ISC will work in concert with the Planning Team to incorporate the LHMPU into existing planning mechanisms (**including Veoci**). We will consider community development plans, local capital improvement budgets, floodplain management plans, emergency management doctrine, and other planning mechanisms that are relevant to each community's hazard mitigation strategy.

Subtask 5.3 Implementation Schedule

Each mitigation project will include an implementation schedule per the "Implementation Plan."

Subtask 5.4 Continued Public Involvement

In past engagements, we have developed robust and detailed public involvement campaigns and schedules to ensure continued public feedback. We also have the capability to encourage real-time and continuous feedback through virtual tools (i.e., surveys, social media, web sites, etc.)

The ISC Team will write a complete final draft of the LHMPU for the City of Chino. The plan will include a risk assessment and mitigation strategy as well as a process for maintaining the plan so that it continues to be a useful document for the rapidly growing and urbanizing communities.

ISC will deliver final drafts to the City of Chino officials and relevant stakeholders. These deliverables will integrate with the business flow at the City of Chino and be compliant with federal, state, and local regulations as applicable.

Subtask 5.5 Draft Plan

The project team will prepare a draft of the City of Chino's LHMPU that will document the mitigation planning process and address the elements required by 44 CFR 201.4 and CPG 101.

ISC will assemble information, comments, and reports from the previous tasks. Informational databases, graphics, and maps will also be included in the final plan to visualize the geographic, functional, or systematic relationship between the loss estimation and the mitigation activity chosen.

To meet DMA 2000 requirements, the document will include a description of the planning process; a definition of the planning area identifying who was involved in the process, how they were involved, and methods of public participation that were employed; and a detailed description of the decision-making and prioritization process.

ISC will distribute the copies to the Planning Team for review. A public review draft will be also released for public comment before the LHMPU is finalized.

The Planning Team will meet to review the LHMPU draft. ISC will incorporate all the Committee's final revisions and will submit the plan to the City of Chino officials within two weeks after the receipt of final review comments (we can provide printed, electronic, or both formats).

Subtask 5.6 Final Plan & Submission to the State & FEMA

ISC will complete the final draft of the plan and will develop the appropriate Plan Review Tool. The plan will be updated to reflect new programmatic changes to the mitigation program, which became effective April 2023.

ISC will submit copies of the final draft to the State of Texas and/or FEMA Region VI for approval. When approved by FEMA, the City of Chino Project Lead will present the plan before the City of Chino leadership for formal adoption.

After FEMA indicates the City of Chino's LHMPU is approvable pending adoption (APA), ISC will assist in preparing the plan to be adopted, with copies of the adoption resolutions provided to the State and FEMA by the City of Chino and ISC.

5.7 Closeout

Upon completion of this project and finalization of the proposed deliverable, the ISC Project Manager will provide a "Project Close-Out" report. This report will incorporate the final "Monthly Status of Accomplishments and Costs" report information, summarize this project effort, and recommend improved methodologies for future initiatives of a similar nature.

The "Project Close-Out" report will be submitted as draft copies to the City of Chino Project Lead within 45 days of completion of the City of Chino's LHMPU.

Best Practice #6
ISC leverages our library of compliance metric tools to allow clients to validate their plans against federal, state, and industry requirements, include DMA 2000. Our data-driven assessment gives emergency management professionals the opportunity to evaluate compliance systematically & comprehensively.

Hazard Mitigation ASSISTANCE CONTRACTING GUIDANCE FOR FEMA-ELIGIBLE PROJECTS, NON-STATE SUBRECIPIENTS



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

PURPOSE OF THIS PUBLICATION

This publication is intended to be an overview of contracting requirement applicable to Non-State Subrecipients (non-Federal entities other than states) of FEMA Hazard Mitigation Assistance funds.

This publication is not intended to serve as legal advice and does not reflect all of the federal procurement requirements.

Cal OES makes no guarantee that adherence to this guide will result in the full reimbursement of costs and recommends that reviewing the procurement requirements applicable to the disaster period.

REFERENCE MATERIALS APPEARING IN THIS PUBLICATION

· 2 CFR §200	Refers to the OMB's	<i>Title 2, Chapter II, Part 200 of the Code of Federal Regulations</i>
· PGFMS	Refers to FEMA's	<i>Procurement under Grants Field Manual Supplement</i>

SUMMARY

- Following **Federal procurement standards (Title 2 CFR 200.318-200.326)** and **FEMA's Program Policy** is a condition of receiving Hazard Mitigation Assistance funding for the cost of eligible goods and services.
- Non-State Subrecipients must follow their own documented procurement standards (reflecting applicable State, Tribal, and local government laws and regulations) AND Federal procurement standards (Title 2 CFR 200.318(a)).
- When the two standards conflict the more **restrictive** standard applies.
- State, local, and tribal law cannot waive Federal procurement requirements, even during an emergency.

OVERVIEW

Non-State Subrecipients of Hazard Mitigation Assistance Funds Must:

- Maintain adequate oversight of their contractors and document the steps taken to ensure their contractors perform to the terms, conditions, and specifications of their contracts. ^{2CFR §200.318(b)}
- Maintain and enforce a written standard of conduct covering conflicts of interest, performance of employees engaged in the selection, award, and administration of contracts. ^{2CFR §200.318(c)(1)}
- Not enter into any contracts that are conditional on the approval of federal funding.
- Award contracts to responsible contractors with the ability to execute the contract. ^{2CFR §200.318(h)}
- Take responsibility for the settlement of all contractual and administrative issues. ^{2 CFR §200.318(k)}
- Facilitate full and open competition and must exclude contractors that create the Subapplication, or assist in development of materials used to construct the IFB, RFP, or RFQ from competing for the resulting contract. ^{2CFR §200.319(a)}
- Procure all contracts using approved methods and must advertise the intent to contract when required. ^{2CFR§200.320}
- Follow the affirmative steps to ensure that small businesses, minority owned businesses, women's business enterprises, and labor area surplus firms are used when possible. ^{2CFR§ 200.321}
- Document a price/cost analysis for contracts over the Simplified Acquisition Threshold (currently \$250,000), including contract modifications. ^{2 CFR §200.323}
- Ensure contracts contain all FEMA required clauses and provisions. ^{2 CFR §200.326, PGFMS Ch. IV ¶12}
- Comply with the National Environmental Policy and Historic Preservation Acts. ^{PGFMS Ch. C ¶6}
- Maintain detailed and accurate records including: ^{2 CFR §200.318(i)}
 - Rationale for the method of procurement
 - Selection of contract type
 - Contractor selection or rejection
 - The basis for the contract's price
 - Pre-solicitation documents
 - List of contractors solicited
 - Solicitations, addenda, and amendments
 - Notice of award
 - Notice to unsuccessful bidders
 - Record of protests, disputes, and claims
 - Bid, performance, payment, and bond documents
 - Notices of proposed contract action
 - Independent cost estimates
 - Determination of contractor's responsiveness

KEEPING RECORDS AND MAINTAINING ADEQUATE TECHNICAL CAPACITY

- All documents related to the history of contract procurement must be recorded with a sufficient level of detail and maintained for three years following the State's closure of the grant. ^{2CFR §200.318(i), 2CFR §200.333}

ENSURING COMPLIANCE WITH THE ENVIRONMENTAL AND HISTORICAL PROTECTION LAWS

- Compliance with environmental and historic preservation laws including the **National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA)** are required. ^{PGFMS Ch. C ¶6}
Contact the Cal OES Environmental/Historical Officer to determine if a NEPA/NHPA review is required before a project begins.

INCLUDING DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND LABOR SURPLUS AREA FIRMS

The following affirmative steps are required to ensure small businesses, minority and women's owned businesses (DBEs), and labor surplus area firms (LSAs) are used when possible: ^{2CFR §200.321}

- Place DBEs/LSAs on solicitation lists and solicit to them when they are a potential source.
- Use the services of organizations such as the Small Business Administration and the Minority Business Development Agency.
- When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules.
- Require contractors who use subcontractors to follow the affirmative steps.

ENSURING FULL AND OPEN COMPETITION

Contracts must be procured in a manner providing full and open competition: ^{2CFR §200.319}

- Do not place unreasonable requirements on potential contractors, e.g. unnecessary experience or bonding.
- Do not specify a brand name of the product that must be used ("brand name or equal" is allowable).
- Do not make noncompetitive awards to consultants on a retainer contract.
- Undertake reasonable efforts to ensure the contract procurement process is free from conflicts of interest and that prospective contractors do not engage in bid rigging.
- Do not apply different treatment to contractors based on their geographical location except when evaluating architectural and engineering services or when requiring compliance with state licensing laws.
- Ensure that prequalified lists (if used) include sufficient number of sources.
- Allow contractors to qualify to be added to prequalified lists during the solicitation period.
- Provide adequate information and time to respond to the advertisement.

ELIGIBLE METHODS OF PROCUREMENT

Methods	When to Use
Micro Purchases	<p>Contract aggregate amount ≤ \$10,000*</p> <ul style="list-style-type: none"> Do not require bids/solicitation. Price must be reasonable and awarded to a responsible contractor.
	<p>See 2 CFR §200.67 and FEMA PGFMS Ch. V § 2.b - 2.d</p>
Small Purchases	<p>Contracts ≤ \$250,000*</p> <ul style="list-style-type: none"> Only qualified responsibly contractors should be solicited for quotes. Must receive an adequate number of quotes from qualified sources. If the lowest quote was not accepted, document the reason.
	<p>See 2 CFR §200.320(b) and FEMA PGFMS Ch. V § 2.e</p>
Sealed Bids	<p>Contracts > \$250,000*</p> <p><i>Used when price is the primary consideration used to select the contractor.</i></p> <ul style="list-style-type: none"> Advertised for bidding using an Invitation for Bids, and solicited to known contractors. Advertisement period must provide sufficient time for contractors to respond. Minimum of 2 (preferably more) responsive/responsible bidders required. Awarded to lowest responsive and responsible bidder. Any and all bids may be rejected if there is a sound documented reason.
	<p>See 2 CFR §200.320(c) and FEMA PGFMS Ch. V § 2.f</p>
Competitive Proposal	<p>Contracts > \$250,000*</p> <p><i>Used when other factors are at least equal to price when selecting the contractor.</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>Price is a Selection Criteria</p> <ul style="list-style-type: none"> Advertised using a Request for Proposals (RFP). </div> <div style="border: 1px solid black; padding: 5px;"> <p>Price is not a Selection Criteria (Limited to Architect and Engineering Services)</p> <ul style="list-style-type: none"> Advertised using a Request for Qualification (RFQ). </div> <ul style="list-style-type: none"> Price is negotiated after the contractor is selected. Must be advertised and the bid period must provide sufficient time for contractors to respond. Evaluation factors and their importance must be listed in the advertisement. Procedure for conducting evaluations must be documented beforehand. Proposals must be solicited from adequate number of qualified sources. Minimum of 2 (preferably more) responsive/responsible contractors required.
	<p>See 2 CFR §200.320(d) and FEMA PGFMS Ch. V § 2.g</p>
Non-Competitive Proposal	<p>Acceptable when 1 or more of the following apply:</p> <ul style="list-style-type: none"> The item is available only from a single source. Noncompetitive proposal has been given express authorization from FEMA or Cal OES. Work must start immediately due to a public emergency or exigency. Competition was determined inadequate following competitive solicitation procedures. <p>Contracts awarded without price competition must also:</p> <ul style="list-style-type: none"> Have a documented cost analysis justifying the contract's price. <small>Page 14 of FEMA's Pricing Guide</small> Include the contractor's profit as a separately negotiated cost element. <small>2 CFR § 200.323(b)</small>
	<p>See 2 CFR §200.320(f) and FEMA PGFMS Ch. V § 2.h</p>

* The \$10,000 Micro Purchase and \$250,000 Simplified Acquisition Thresholds are periodically adjusted and defined in FAR 2.1



CONTRACTS

Eligible Contracts	Description
Time and Materials	<p>Provides for payment of the actual cost of materials and direct labor charged at fixed hourly rate reflecting wages, general/administrative expenses, and profit.</p> <p>Time and Materials contracts are only allowable after making a determination that no other contract type is suitable.</p> <p>FEMA will review such contracts to determine if lacked a rational basis and/or the procurement violated any Federal laws, regulations, or FEMA policy.</p> <p>When the scope of work becomes clear, these contracts must be canceled and replaced.</p> <p>Time and Materials Contracts Require:</p> <ul style="list-style-type: none"> • The right to terminate for convenience; • A ceiling price the contractor will exceed at their own risk; • Documentation explaining why no other contract was suitable; and, • A higher degree of oversight to ensure the contractor is controlling the costs. <p>See 2 CFR § 200.318(j) and FEMA PGFMS Ch. IV § 8</p>
Fixed Price (Lump Sum)	<p>Provides for the payment of a fixed price with or without economic adjustment or incentives.</p> <ul style="list-style-type: none"> • Firm Fixed Price Not subject to any adjustments. • Economic Adjustment Revision for specified contingencies. • Incentive Adjustment Based on actual to target cost of completion. • Unit Price A fixed price that is itemized by a unit of measure. <p>See FEMA PGFMS Ch. IV § 10.b.vi.(1)</p>
Cost-Plus-Fee (Reimbursement)	<p>Provides for the payment of actual costs and a fee that reflects the contractor's profit.</p> <ul style="list-style-type: none"> • Used when uncertainties prevent the use of a Fixed Price contract; • A ceiling cost should be established that cannot be exceeded without pre-approval. • Incentives can be used to encourage higher quality, lower costs, or faster completion. <p>See 2 CFR § 200.320(f) and FEMA PGFMS Ch. IV § 10.b.vi.(2)</p>

CONTRACTS

Ineligible Contracts	Description
Cost-Plus % of Cost	Provides for the payment of actual costs and a fee reflecting the contractor's profit that is calculated as percent of the actual costs.
	<ul style="list-style-type: none"> No economic incentive for the contractor to control the cost. Not eligible for Hazard Mitigation Assistance funding.
	See 2 CFR § 200.323(d) and FEMA PGFMS Ch. V § 4.c for additional guidance

Existing Contracts	Description
Advanced Contracts (Prepositioned)	Awarded before an incident occurs for the potential performance of work.
	<p>Advanced (pre-awarded) contracts can only be used when:</p> <ul style="list-style-type: none"> Awarded in compliance with all federal procurement standards. The scope of work does not exceed what could be expected during a future declaration. The work performed falls within the scope of the contract.
	See page 2 of FEMA's Key Points Regarding Contracting Practices
Piggy Back Contracts	Solicited and awarded by another entity.
	Not recommended by FEMA because the original underlying contract often does not meet all of the federal procurement standards having often been issued under different circumstances and for a different scope of work.
	See page 4 of FEMA's Key Points Regarding Contracting Practices

REQUIRED CONTRACT PROVISIONS

- Contracts cannot use the DHS seal/logo without preapproval. PGFMS Ch. IV ¶12.b.iii
- Contracts cannot include contingencies stating the contract is dependent on other Federal funding sources.

Contracts Must Include Provisions Addressing the Following: 2CFR §200.326, PGFMS Ch. IV ¶12

- Suspension and debarment of contractors. 2CFR 200 Appx II (I)
- FEMA and Cal OES are not parties to the contract, and not subject to obligations or liabilities. PGFMS Ch. IV ¶12.b.v
- The contractor acknowledges that 31 U.S.C. Chap. 38 applies to its actions. PGFMS Ch. IV ¶12.b.vi
- FEMA will fund the contract, and that FEMA and Cal OES have the right to review the contractor's records. PGFMS Ch. IV ¶12.b.ii, PGFMS Ch. IV ¶12.b.iv
- The contractor will comply with federal law, regulation, executive orders, and FEMA policies, procedures, and directives. PGFMS Ch. IV ¶12.b.iv

Other Required Contract Provisions and Clauses

Construction Contracts	Must include an Equal Employment Opportunity Clause <small>2CFR 200 Appx II (C)</small>
Contracts > \$10,000	Must address Termination for Cause and for Convenience including the manner by which it will be effected and the basis for settlement. <small>2CFR 200 Appx II (B)</small>
Contracts ≥ \$100,000	Must include a Byrd Anti-Lobbying Clause . <small>2CFR 200 Appx II (J)</small>
Contracts > \$100,000	Involving the employment of mechanics/laborers must include a Work Hours and Safety Standards Act Clause . <small>2CFR 200 Appx II (E)</small>
Contracts > \$150,000	Must Address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. <small>2CFR 200 Appx II (A)</small>
Contracts > \$150,000	Provision requiring the contractor to comply with the Clean Air Act and Water Pollution Control Act <small>2CFR 200 Appx II (G)</small>

Sample language for contract clauses [2 C.F.R. Part 200, Appendix II](#)

PRICE AND COST ANALYSIS REQUIREMENTS

Price Analysis	Cost Analysis
Awards made <u>with</u> price competition > \$150,000 require a relatively simple price analysis that compares the bids/proposal received and rational for selecting the awarded contractor.	Awards made <u>without</u> price competition require a more detailed cost analysis regardless of the value of the contract. This includes situations where competition was determined to be inadequate.

See the *FEMA Pricing Guide* for information about completing a Price or Cost Analysis.

DETERMINATION OF CONTRACTOR'S ELIGIBILITY

The System for Award Management (sam.gov) should be used to verify contractors are not suspended or debarred before making an award. Documentation should be retained demonstrating that the verification was performed. ^{2CFR §200.212}

Only responsible contractors that can successfully execute the contract should be considered for an award.

^{2CFR §200.318(h), PGFMS Ch. IV ¶16.a}

A responsibility determination must be documented and should include criteria such as:

- Integrity
- Performance record
- Possessing necessary resources
- Compliance with public policy

INADEQUATE COMPETITION

- Competition is said to be inadequate when all of the competition requirements were followed and either only one or no contractors submitted a bid. ^{2CFR §200.320(f)(4)}
- If the contract was not sufficiently publicized, or included an overly restrictive requirement that dissuaded competition, FEMA will not consider competition inadequate. ^{PGFMS Ch. V ¶12.h.i.(4)b-c}
- If the decision is made to move forward with a noncompetitive award without revising or cancelling the solicitation and re-soliciting offers or bids, it is important to document why there was inadequate competition. This may include evaluating whether or not the contract was sufficiently publicized or solicited and speaking with unresponsive contractors to determine their reasons for not responding. ^{PGFMS Ch. V ¶12.h.i.(4)c.i}

NEGOTIATING PROFIT FOR CONTRACTS AWARDED WITHOUT PRICE COMPETITION

When a contract is awarded without price competition, the contractor's profit must be negotiated. ^{2CFR §200.323(b), PGFMS Ch. V ¶14.b}

When negotiating profit the following factors should be considered:

- Complexity of the work to be performed;
- Amount of subcontracting that will be required;
- Risk borne by contractor;
- Contractor's record of past performance;
- Contractor's investment; and,
- Industry profit rates for similar work in the area.

BID GUARANTEES AND BONDING REQUIREMENTS

Construction and facility improvement contracts or subcontracts > \$150,000 must be bonded and if a bonding policy has not been pre-approved by FEMA and Cal OES, the following is required: ^{PGFMS Ch. V ¶15}

- Bidders must guarantee 5% of the bid price as assurance that, if awarded, they will execute the contract.
- Awarded contracts must provide a performance bond and a payment bond for the amount of the contract.

OFFICE OF INSPECTOR GENERAL (OIG) AUDITS

The DHS OIG has the right to audit any Disaster Assistance grant for three years following its closure. If an audit reveals that federal regulations were not followed, the OIG will recommend that FEMA de obligate the portion of the project's funding related to the non-compliance.

Common OIG Audit Findings related to Contracting:

- Failing to procure contracts using full and open competition
- Failing to follow the affirmative steps
- Not maintaining sufficient contractor oversight;
- Not having written standards of conduct
- Not maintaining adequate records
- Not including all required contract provisions
- Using T&M (time-and-material) contracts before determining that no other contract was suitable
- Not document a price or cost analysis for contracts when required
- Not negotiating profit as a separate cost element when required
- Using cost-plus-a-percentage-of-cost contracts

See the OIG's [Audit Tips for Managing Disaster-Related Project Costs](#) for information.

ADDITIONAL RESOURCES











<p>FEMA Procurement Guidance A guide published by FEMA to assist with the procurements of property and services.</p>		<p>FEMA HMA Program Guidance An overview of the Hazard Mitigation Assistance Program process with links to additional details.</p>	
<p>FEMA Pricing Guide A guide published by FEMA to assist with performing price and cost analyses.</p>		<p>FEMA Procurement Checklist A checklist published by FEMA to assist applicants complying with the federal procurement regulations.</p>	
<p>Required Contract Clauses A list of the required contract clauses with sample language.</p>		<p>Key Points Regarding Contracting A guide published by FEMA to detailing some of the most important aspects of contracting.</p>	
<p>Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.</p>		<p>Federal Acquisition Regulation (FAR) The principal set of rules in the Federal Acquisition Regulations System.</p>	
<p>FEMA's Procurement Under Grants Webinar Series A series of webinar modules covering the procurement standards for Federal Awards.</p>		<p>Disaster Recovery Audits Reports Audit reports published by the Office of Inspector General for FEMA disaster recovery grants.</p>	

EXHIBIT "B"

SPECIAL REQUIREMENTS

****There are no special requirements.****

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

6. FEES

As a recognized small business, ISC works diligently to keep costs as competitive as possible, while maximizing the return on investment for our clients. With our extensive knowledge and experience developing HMPs, we are confident that we can deliver an LHMPU ahead of schedule, and under budget, as described in this proposal.

6.1 Fee Schedule

Based on the scope of work, the estimated cost for this project will be **\$78,750**. This is a firm fixed price, inclusive of all labor, materials, travel expenses, and all other costs, direct and indirect, necessary for each task identified in the Scope of Work.

ISC will bill monthly for work performed for each task, unless otherwise directed by the client.

Task	Price:
Task 1: Project Management	\$7,088
Task 2: Organizing Resources	\$18,900
Task 3: Hazard Identification and Risk Assessment	\$27,563
Task 4: Developing a Mitigation Strategy	\$17,325
Task 5: Assisting in Plan Adoption, Monitoring, and Evaluation	\$7,875
Total NTE Price	\$78,750

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

5.8 Schedule

The project timeline is executable immediately upon the notice-to-proceed. The timeline does not account for any unforeseen, uncontrollable delays to the project. ISC has developed this project timeline with the intention to foster full collaboration with the project’s key stakeholders and principals. This schedule will ensure the State and FEMA have adequate time to formally review and approve the plan. Our team is capable of initiating the project upon notice of contract award but will be prepared to begin immediately.

The below table is used as a representation of a general 6-month timeline for project completion.

Task	Month					
	1	2	3	4	5	6
Project Management						
Project Initiation	X	X				
PWP & Internal Controls	X	X				
Project Reporting	X	X	X	X	X	X
Task 1: Plan Process						
Planning Team & Meetings	X	X	X			X
Documentation of Process	X	X	X		X	X
Public Outreach	X	X	X			X
Task 2: Risk Assessment						
Hazard Identification & Profiles		X	X	X		
Hazard Mapping			X	X		
Vulnerability Assessment				X	X	
Capabilities Assessment					X	
Task 3: Mitigation Strategy						
Develop Mitigation Goals			X			
Prioritize Mitigation Actions			X	X	X	
Implementation Plan					X	
Task 4: Plan Maintenance						
Maintenance Strategy					X	X
Incorporation into Existing Planning						X
Implementation Schedule						X
Continued Public Involvement						X
Task 5: Plan Development and Adoption						
Draft Plan				X	X	
Final Plan					X	X
Submission & Adoption					X	X