

**PROFESSIONAL SERVICES AGREEMENT**  
**[Local Hazard Mitigation Plan Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and TANDEM SOLUTIONS LLC, a California limited liability company ("Contractor"), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Megan Berumen, Emergency Manager ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

**2. Compensation and Fees.**

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-SIX THOUSAND DOLLARS and 00/100 (\$56,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

**3. Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. (1) City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Liquidated Damages.** Contractor shall pay City, or have withheld from monies due it, as liquidated damages, the sum of Five Hundred Dollars (\$500) per day for each and every calendar day delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. **Indemnity.**

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

## **18. Insurance.**

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise.

Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Tandem Solutions LLC  
17616 Summer Ave.  
Artesia, CA 90701  
Attn.: Francisco Soto

Telephone: (323) 605-4200  
E-Mail: Francisco@tandemsolutionsusa.com

“CITY”

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Megan Berumen

Telephone: (714) 288-2571  
E-Mail: mberumen@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**[Remainder of page intentionally left blank; signatures on next page]**

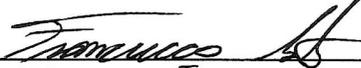
IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

TANDEM SOLUTIONS LLC,  
a California limited liability company

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Francisco Soto  
Title: Managing Director

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mike Vigliotta, City Attorney

**\*NOTE:**  
-- City requires the following signature(s) on behalf of the Contractor:  
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR  
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√NA

**EXHIBIT "A"**

**SCOPE OF SERVICES**

[Beneath this sheet.]



**REQUEST FOR PROPOSALS  
(RFP) No. 24-25.07**

**TECHNICAL PROPOSAL**

City of Orange  
**Local Hazard Mitigation  
Plan Update**

NOVEMBER 7, 2024

**Prepared for:** CITY OF ORANGE  
**Prepared by:** TANDEM SOLUTIONS



## COVER LETTER

November 7, 2024

City Clerk Office  
Purchasing Officer: Wanda Alvarez  
City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866

**Subject: RFP No. 24-25.07 - Proposal for City of Orange Local Hazard Mitigation Plan Update**

Dear Ms. Alvarez,

Tandem Solutions (Tandem) is pleased to provide this proposal to the City of Orange (City) to prepare a Local Hazard Mitigation Plan (LHMP) Update. Tandem is a Woman Owned, Limited Liability Company established in 2022.

Over the past 20 years, Tandem and our proposed team have supported the development and conduct of HMPs and multi-jurisdictional LHMPs for Counties, Cities, and Special Districts. Tandem assigns senior, experienced consultants at extremely competitive billing rates. We can produce a superior product in less time, with a smaller budget and better results than larger firms. Additional information about Tandem is located at: [Tandemsolutionsusa.com](https://www.tandemsolutionsusa.com).

Supporting Tandem Solutions in this effort is Navigating Preparedness (NPA), a Limited Liability Corporation (LLC) established in March 2014. NPA is a California Certified Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE), CA Department of General Services (DGS) #1770371.

Tandem is dedicated to assist the City to develop a FEMA approved HMP by April 2027 and has the ideal team and experience to accomplish this before the due date. To that end, we offer the following advantages:

- A project team with unsurpassed experience in single and multi-jurisdictional HMPs
- A project manager who has led numerous LHMP developments for various organizations.
- A team that has the experience and positive reputation with Cal OES and FEMA through development of HMPs in the past year.
- A project team who has experience working for FEMA and City government
- A project team who understands the importance of including vulnerable populations into emergency planning.

I am the designated contact and signing authority for Tandem and certify that all the information submitted in this proposal is true and correct. This proposal is valid for 120 days.

Sincerely,



Francisco Soto, Director  
Tandem Solutions  
17616 Summer Ave.  
Artesia, CA 90701  
323-605-4200

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## COMPANY DATA

Tandem understands the City’s need to engage qualified consultants to prepare its HMP for the development of a FEMA approved update to the 2014 Hazard Mitigation Plan by April 2027. Furthermore, Tandem understands the City’s mitigation and emergency and disaster planning goals and its dedication to provide safety programs and procedures for its residents, businesses, and properties.

Over the past 20 years, Tandem and our proposed team have supported the development and conduct of HMPs and multi-jurisdictional HMPs for Counties, Cities, and Special Districts. Tandem does not own any other business organization that will be providing the services to meet the requirements of the Proposal. Tandem does not have any exceptions or refusal to complete any contracts. Francisco Soto is the Managing Director of Tandem Solutions and is authorized to make decisions and represents the company.

Tandem presents a highly qualified team to support the City in these goals and provides a partnership that is aligned to complete this project. Tandem is a Woman Owned, Limited Liability Company established in 2022 and the following are the pertinent information for the company:

<b>Legal Name:</b>	Tandem Solutions, LLC
<b>Mailing Address:</b>	17616 Summer Ave. Artesia, CA 90701
<b>Phone Number:</b>	323-605-4200
<b>Website:</b>	tandemsolutionsusa.com
<b>Organization Type:</b>	Limited Liability Corporation
<b>Year Incorporated</b>	2022
<b>State Incorporated</b>	California
<b>SAMS Number:</b>	9HM25
<b>Federal I.D. Number:</b>	92-2202296
<b>Point of Contact/ Principal Officer:</b>	Francisco Soto, 323-605-4200, francisco@tandemsolutionsusa.com

## **CERTIFICATE OF INSURANCE**

Tandem agrees to provide and maintain the required Liability Insurance and continuous coverage per City requirements within ten (10) days of notification of selection for award.

## **VALIDITY OF PROPOSAL**

This proposal shall remain valid for 120 days from date of submission.

## **CERTIFICATION OF UNDERSTANDING**

Tandem understands that the City assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP

# **STATEMENT OF COMPLIANCE WITH AGREEMENT'S ARTICLES/TERMS AND CONDITIONS**

This Proposal is in compliance with said Request for Proposal information.

## **RESUMES AND QUALIFICATIONS OF PROPOSER'S PERSONNEL**

Tandem and its proposed staff have supported LHMP projects for over 20 years. Our proposed project manager, Francisco Soto, has led LHMP updates for multiple counties, cities and special districts. He is currently supporting an update to the City of Pasadena, San Bernardino Municipal Water District, and San Lorenzo Water District.

Over the past years, Tandem team has developed a close relationship with Cal OES and FEMA's mitigation plan review teams. If approved by the client, we will work directly with Cal OES staff to correct minor discrepancies (often no more than adding a sentence) in a draft LHMP immediately after being informed. This eliminates the need for Cal OES to provide a formal letter to the client and serves to expedite the approval process.

### **Sub-Contractors**

Tandem has partnered with Lee Rosenberg, CEM, of Navigating Preparedness Associates, LLC (NPA). NPA was established in 2014 and has been in business continuously for over ten (10) years. NPA started as a boutique firm providing maritime homeland security and disaster response operational planning and has diversified to deliver a broad range of emergency management solutions. NPA is a well-respected firm that specializes in developing and updating HMPs and has partnered with Tandem staff in similar projects for the past 10 years.

### **Capabilities of Key Project Staff**

Our staff have a vast amount of experience developing LHMPs and other emergency management-related projects. Tandem proposes the following team of key professionals to support the City in this effort (Figure 1)

Figure 1: Proposed Staff Organization



- Francisco Soto (MS):** Is the owner of Tandem Solutions and has over 10 years of Emergency Management experience. He was the Project Manager for various emergency planning, training, and exercise projects. Mr. Soto worked for a consulting firm where he led the development of the LHMP for the cities of Hermosa Beach, Manhattan Beach, and Palos Verdes Estates, in addition to various city emergency plans and exercises. He has also worked for the Municipal Water District of Orange County where he was the Project Manager for their LHMP and Emergency Operations Plan (EOP) update. Mr. Soto worked for the City of Long Beach where he developed preparedness and mitigation plans, including the City LHMP, EOP, Family Assistance Center Plan, Emergency Communications Plan. Since he founded Tandem, he has worked on LHMP's, Emergency Operations Plans, Standard Operating Procedures, Trainings and Exercises, for Counties, Cities, and Special Districts.
- Lee Rosenberg (CEM):** Is the owner of NPA and has supported/led 30 HMP's. He was the project manager for numerous large projects including leading the effort to develop the Northern California Catastrophic Earthquake Concept Plan. This \$8.5M project resulted in five (5) regional plans and 68 individual plans for 12 counties and two (2) cities. The project included over \$300K of initial Hazus modeling. He is a former FEMA Region IX Federal Coordinating Officer. As a retired Navy Captain, he possesses superb organizational skills and an ability to lead staff to achieve results. Mr. Rosenberg has been in leadership positions for over 30 years. He is a combat veteran of Operations Desert Storm.

- **Dennis Larson:** Mr. Larson has 25 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.
- **Janlia Riley:** Ms. Riley has more than 20 years of professional experience in providing document design, quality assurance, marketing and outreach, and graphic design. She has led as well as supported numerous projects working with leadership and community groups with a focus on equity, inclusivity, and Section 508 compliance.

Copies of brief resumes for Tandem’s Key Project Staff are provided in the following pages.

**EXPERTISE**

- > Hazard mitigation planning
- > City emergency management operations
- > HSEEP exercise design and delivery
- > Hazard analysis and risk assessments
- > THIRAs
- > Dam emergency action plan development
- > Risk and Resilience

**CERTIFICATIONS & EDUCATION**

- > Master of Emergency Services California State University of Long Beach
- > Bachelor of Arts, Criminal Justice, California State University of Dominguez Hills
- > Risk and Resilience Assessment Certified

**Francisco Soto, MS – PROJECT MANAGER****PROFESSIONAL SUMMARY**

Francisco Soto has over 10 years of experience in emergency management, public safety, and project management in public, private, and special district organizations. He served as a principal planner for various emergency planning, training, and exercise projects. Francisco led the development and updates to Hazard Mitigation Plans, Emergency Operations Plans and Risk Assessments for the cities of Long Beach, Hermosa Beach, Manhattan Beach, and the Municipal Water District of Orange County.

Francisco served as an EOC Director, EOC Coordinator, and Utilities Liaison for City and County-wide disasters. He thoroughly understands EOC organization, emergency/crisis response operations, and risk assessments. Most importantly, Francisco understands the importance of relationships and their key role in effectively preparing and responding to incidents. He excels in stakeholder engagement and has experience collaborating with Police, Fire, Public Works, Health Department, City Management, and Public Information staff to develop an effective plan and response. He lives in Los Angeles County.

**RELEVANT PROJECT EXPERIENCE**

**City of Pasadena Hazard Mitigation Plan Update, Pasadena, CA – 2024-Current. Lead Planner/Subconsultant** – Supporting a project to update the City Hazard Mitigation Plan. The plan includes public input from City non-profit organizations who serve vulnerable populations. Conducted detailed hazard identification and risk assessment. Supported reviewing capabilities.

**San Lorenzo Valley Water District Hazard Mitigation Plan Development, Boulder Creek, CA– 2024-Current. Planner/Subconsultant** – Supporting a project to develop the district’s first Hazard Mitigation Plan. The plan

includes a detailed hazard analysis and risk assessment, including impacts to key water infrastructure. Currently working on conducting public engagement to ensure non-profit organizations who serve vulnerable populations are incorporated into the planning process. Outreach materials will be translated into two (2) additional languages other than English to ensure maximum participation.

**San Bernardino Valley Water Hazard Mitigation Plan Update, San Bernardino, CA – 2024-Current. Planner/Subconsultant** – Supporting a project to update the district’s Hazard Mitigation Plan. The plan includes a detailed hazard analysis and risk assessment, including impacts to key water infrastructure. Currently working on conducting public engagement to ensure non-profit organizations who serve vulnerable populations are incorporated into the planning process.

**Contra Costa County Hazard Mitigation Plan Update, Martinez, CA – 2023-Current. Planner** – Supporting a project to update the County Multi-jurisdiction Hazard Mitigation Plan. The plan includes participation by 19 cities and towns and 15 special districts. Conducted detailed hazard identification and risk assessment. Supported reviewing capabilities. Provided detailed descriptions of the participating organizations.

**City of Long Beach Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) – 2020 & 2023. Project Manager** – Led a planning team made up of community-wide organizations. Coordinated involvement of multiple stakeholders through Identifying and assessing risks, estimating capability requirements, building and sustaining capabilities, planning and delivering capabilities, and validating capabilities. Produces a comprehensive report that provides an assessment of risk with correlation to capabilities.

**Municipal Water District of Orange County Infrastructure Risk Assessment. Fountain Valley, CA – 2022. Project Manager** – Coordinated a complex risk assessment project while working with 34 water and wastewater agencies to identify hazards, assess risks and correlate them with the potential to challenge based on each agency's capabilities.

**Valley Water Dam Emergency Action Plans, Santa Clara County, CA – 2023-Current. Lead Planner** – Supporting development of 10 dam Emergency Action Plans (EAP) for high hazard dams in Santa Clara County. The EAPs, which require detailed analysis of inundation threats to downstream communities, are mandated by recent legislative action in response to the near failure of Oroville Dam. Each document is reviewed with meticulous attention to detail by the Cal OES Dam Safety Unit for compliance with State Water Code and FEMA dam safety standards.

**City of Long Beach, EOP Update and Tabletop Exercise – 2022. Project Manager** – Led the City's department to develop and deliver an updated EOP that was a vast improvement over the previous version. The EOP was developed with input from Police, Fire, Health, Public Works, and County and State partners. The update included EOC Position Specific checklist and incorporated a Business Operations Officer and Equity Officer into the EOC structure. Designed and conducted a complex tabletop exercise to validate the new preparedness document.

**City of Hermosa Beach, Hazard Mitigation Plan. Hermosa Beach, CA – 2017. Project Manager** – As the Project Manager/Planner, supported the development of the City Hazard Mitigation Plan. Conducted stakeholder engagement, led planning meetings, and incorporated feedback. Directed a vulnerability analysis and led the planning team in developing new mitigation actions. Oversaw the plan review and adoption process.

**City of Palos Verdes Estates, Hazard Mitigation Plan – 2016. Project Manager** – Led the development/update of the City of Palos Verdes Estates HMP. Coordinated with key stakeholders from Disaster Management Area G to create buy in. Reviewed hazard identification and risk assessment, capabilities. Conducted a vulnerability analysis. Led the planning team in developing new mitigation actions. Oversaw the plan review and adoption process.

**EXPERTISE**

- > Certified Emergency Manager (IAEM)
- > California County hazard mitigation plan development and updates
- > Mitigation grant applications
- > Hazard analysis and risk assessments
- > Interagency and multi-stakeholder facilitation and coordination
- > Emergency preparedness training and HSEEP compliant exercises
- > Emergency operations planning and guidance development
- > Over 30 years of operational response experience
- > Continuity of operations planning

**CERTIFICATIONS & EDUCATION**

- > Certified Emergency Manager, International Association of Emergency Managers 2021

incorporated cities and towns.

**Valley County Water District, Local Hazard Mitigation Plan Update, Baldwin Park, CA – 2020. Project Manager and Lead Planner** – Updated the 2008 District LHMP on an expedited basis to support application for an approved mitigation project to install a large diesel storage tank which will improve the water distribution system’s resiliency. The LHMP planning and draft document development processes were completed in two months. Follow-on work to conduct a seismic analysis and support a grant application was contracted.

**Tulare County, Multi-jurisdiction Local Hazard Mitigation Plan Update, Visalia, CA – 2016-2018. Project Manager**

**Lee Rosenberg, CEM – SENIOR PLANNER****PROFESSIONAL SUMMARY**

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates, a disabled veteran business enterprise. As leader of the company, he provides comprehensive emergency preparedness services to industry. With more than 30 years of experience in national security, homeland security and emergency management, Mr. Rosenberg has broad and deep knowledge of practical application of government policy in these areas. He has a special focus on hazard mitigation plan development and updates in California.

Mr. Rosenberg led the URS Corporation’s Oakland environmental service department and West Coast emergency preparedness practice from 2006 to 2014. In addition, he served as a Federal Coordinating Officer for FEMA Region IX from 2004 to 2006 where he provided support to states for numerous presidentially declared disasters. Prior to working for FEMA, Mr. Rosenberg completed a 30-year career in the Navy during which he served as the commanding officer of a destroyer, USS Elliot (DD-967) and as the commander of a large amphibious assault hovercraft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

**RELEVANT PROJECT EXPERIENCE**

**City of Pittsburg, CA Local Hazard Mitigation Plan, Pittsburg, CA – 2016-2017/2023. Project Manager and Lead Planner** – Led a team to complete the Pittsburg LHMP. Took over the project due to resignation of the prime contractor’s staff. Quickly revised and delivered a new LHMP. The Plan was adopted by the City Council in April 2017

**Oro Loma Sanitary District Local Hazard Mitigation Plan San Leandro CA – 2022. Project Manager and Lead Planner** – Developed a new LHMP for the District. Follow on work to support a FEMA mitigation grant application was contracted.

**Coconino County, Arizona Multi-Jurisdiction Local Hazard Mitigation Plan, Flagstaff, AZ – 2020-2021. Lead Planner** – Led all technical aspects to update the Clark County MJLHMP. Included innovative data analysis and GIS products. Managed a complex group of stakeholders from five

**and Lead Writer** – Led a team to update the Tulare County MJLHMP. Included innovative data analysis and GIS products. The updated LHMP included eight cities, the Tulare County Office of Education and the Tule River Indian Tribe. Met the mandates of AB 2140 and SB 379. Found adoptable by FEMA RIX with minimal comments and adopted by the County Board in March 2018.

**San Francisco Bay Water Emergency Transportation Authority (WETA), Hazard Mitigation Plan Update, San Francisco, CA – 2016- 2017. Project Manager and Lead Planner** – Led a multi-disciplinary team to create a unique LHMP for WETA. As a State mandated emergency transportation authority and a transit operator, WETA provides ferry service throughout the Bay Area. The LHMP involved close coordination with four Operational Areas and several cities. The HMP was adopted by the WETA board in May 2017.

**2008 – 2014: URS Corporation, Environmental Department Manager/West Coast Region Emergency Management Practice Area Leader:**

**Clark County, Nevada Multi-Jurisdiction Local Hazard Mitigation Plan, Las Vegas, NV – 2011-2012. Project Manager** – Led a team that updated the Clark County MJLHMP. Included innovative data analysis and GIS products. Managed a complex group of stakeholders from four incorporated cities (including Las Vegas) and two special districts.

**Ventura County Multi-Jurisdiction Local Hazard Mitigation Plan, Ventura County, CA – 2010-2011. Project Manager** – As project manager supported development of an award-winning plan. The 2010 LHMP was recognized as the Best Emergency Preparedness Plan by the Ventura County Emergency Coordinators Council.

**2006 – 2008: FEMA RIX, Disaster Response Operations, Federal Coordinating Officer:**

**Federal Coordinating Officer, Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI:** Led teams providing federal support to the State of Hawaii after the 2006 earthquake. Directed federal disaster relief programs from October 2006 to January 2007. Coordinated operations across agency and jurisdictional roles to achieve unity of action.

**1976 – 2006: Captain, U.S. Navy:**

**US Navy, Multiple Command Tours:** Commanding Officer of a Tomahawk missile destroyer, USS Elliot (DD-967), Commander Assault Craft Unit Five, Camp Pendelton, CA, Commander Navy Reserve Officer Training Corps Unit, University of California, Berkeley.

**EXPERTISE**

- > 25+ years of emergency management, planning, and hazard mitigation planning
- > Mitigation Planner
- > GIS Mapping Technical Expert
- > Climate Change GIS mapping and data management support
- > Hazus – CDMA
- > Risk assessment

**CERTIFICATIONS & EDUCATION**

- > M.A. Economics, California State San Diego
- > B.A., Geography, California State San Diego
- > ESRI: ArcMap, ArcGIS Pro, ArcGIS Enterprise, Portal, ArcGIS Online, Collector, ArcScene, ArcReader, ArcPad
- > FOSS: GDAL, OSGEO, PostgreSQL/PostGIS
- > FEMA: HAZUS, CDMS

**Dennis Larson – GIS PLANNER****PROFESSIONAL SUMMARY**

Mr. Larson has 25 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.

**RELEVANT PROJECT EXPERIENCE****Local Hazard Mitigation Plan Updates**

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim, Local Hazard Mitigation Plan Update
- City of Costa Mesa, Local Hazard Mitigation Plan
- City of Hollister, Local Hazard Mitigation Plan Update
- City of Huntington Beach Local Hazard Mitigation Plan Update
- City of Irvine, Local Hazard Mitigation Plan Update
- City of Loma Linda Local Hazard Mitigation Plan Update
- City of Rancho Cucamonga Local Hazard Mitigation Plan Update
- City of Stanton, Local Hazard Mitigation Plan
- City of Vernon, Local Hazard Mitigation Plan Update
- City of Laguna Beach, Local hazard Mitigation Plan Update

**OTHER WORK EXPERIENCE**

- San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element
- San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report
- San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report
- San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework
- City of Encinitas, FEMA Benefit-Cost Analysis for Coastal Hazard Resiliency
- City of San Diego, Otay Mesa Community Plan Update, Public Facilities, Safety, & Services Element

**EXPERTISE**

- > QA/QC
- > Whole Community Planning
- > After Action Report
- > Community Outreach
- > Design, Marketing, and Branding
- > Exercise Development and Conduct Support
- > Section 508 Document Compliance
- > Logistic Planning and Support

**CERTIFICATIONS & EDUCATION**

- > Bachelor of Visual Arts, Graphic Design, Griffith University (Australia)

**Janlia Riley – QA/QC****PROFESSIONAL SUMMARY**

Janlia Riley brings over 22 years of experience in community outreach, marketing, and branding to include projects that have been executed with and for cities and counties throughout the nation, as well as Federal clients and programs. She specializes in the implementation of QA/QC measures and the utilization of accurate references, templates, and metrics. Ms. Riley has supported numerous emergency management projects and exercises, in project management and support roles, including document creation, meeting facilitation, as well as logistics. She is excellent in fostering relationships and creating outreach efforts for community engagement and staffing and volunteer recruitment.

**RELEVANT PROJECT EXPERIENCE**

**University of California, Berkeley, Emergency Operations Plan and Annexes – 2024. QA/QC, Compliance Officer, Designer** – Assist in the development of the university EOP, graphic design and branding adherence for documents, presentations, and annexes. Section 508 compliance and QA/QC through project.

**Tulane University, Emergency Operations Plan – 2023. QA/QC, Compliance Officer, Designer** – Assist in the development of the university EOP, graphic design for documents, presentations, and

annexes. Development of pocket guide. Section 508 compliance and QA/QC through project.

**Napa County, Fire After Action Reports and Improvement Plans – 2021. Project Manager, QA/QC, Compliance Officer, Contributing Author** – Facilitation and authoring of AARs and IPs for Lightning LNU Complex Fire and Glass Fire, assessing strengths, findings of areas for improvements, and recommendations in all areas of EOC activation and operations. Stakeholder engagement, interviews, Section 508 compliance, and QA/QC.

**California Governor’s Office of Emergency Services (Cal OES), Whole Community Mass Vaccination Site Guidance – 2021. Project Manager, Contributing Author, Graphic Designer** – Document and author best practices and lessons learned blueprint of COVID-19 mass testing and vaccination sites rollout. Included interviewing stakeholder groups, documenting findings, and authoring a blueprint for whole community planning.

**California Governor’s Office of Emergency Services (Cal OES) Office of Access and Functional Needs, Resource Library Audit & Internal Policies – 2019. Project Manager, Contributing Author** – Stakeholder engagement, full audit and updating all resources, providing recommendations to additional resources and materials, and Section 508 compliance. Author of an internal policies document on the procedures and maintenance of the library.

**City of Hawthorn, Hazard Mitigation Plan – 2018. Deputy Project Manager / QA/QC Officer** – Local Hazards Mitigation Plan. CONSTANT team led the update of the City of Hawthorne LHMP. The project involved engaging with City staff and manager, and stakeholders. City of Hawthorne is located in close proximity to a major international airport, LAX, and is within the County of Los Angeles. The population to consider included the City’s total of more than 84,000, and all of the major jurisdictions with the County. Ms. Riley assisted in the coordination, creation, and facilitation of all planning meetings and was performed QAQC to the final and all drafts of the LHMP.

She also assisted in messaging creation for community outreach and website messaging efforts.

**City of Hermosa Beach, Hazard Mitigation Plan – 2017. Support / QA/QC** – Supported the development and quality assurance of the City Hazard Mitigation Plan. Project included stakeholder engagement, planning meetings, feedback incorporation, vulnerability analysis, and development of new mitigation actions.

**City of Palos Verdes Estates, Hazard Mitigation Plan – 2016. Support / QA/QC** – Supported the development/update and quality of assurance of the City of Palos Verdes Estates HMP. Key deliverables included key stakeholders buy-in within Disaster Management Area G, hazard identification and risk assessment review, vulnerability analysis, development of new mitigation actions.

# WORK PLAN

## Project Understanding

The City of Orange's existing LHMP was updated and adopted by the City Council in October of 2016. Tandem understands that the LHMP must be updated every 5 years to comply with DMA 2000 and maintain eligibility for FEMA grant funding. We are aware the City is seeking an experienced team of consultants to update the HMP and rapidly navigate it through the California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) review and approval process.

We understand that FEMA has enhanced its HMP review process and now requires a greater emphasis on integration with other planning mechanisms and on public engagement in the planning process. To this end, Tandem will integrate the following list of resources and relevant reference documents to provide the City a product that meets new expectations.

- Robert T. Stafford Disaster Relief Act
- The Disaster Mitigation Act of 2000
- Title 44 Code of Federal Regulations (CFR) §201, as outlined in FEMA's Mitigation Planning Policy Updates
- Local Hazard Mitigation Planning Handbook (2023)
- FEMA's Local Mitigation Planning Policy Guide (Effective April 19, 2023)
- State Hazard Mitigation Plan (2023)
- Assembly Bill 2140 which links general plan safety elements and hazard mitigation plans
- Assembly Bill 747 which established a linkage between LHMP updates and development of evacuation plans
- Orange County Hazard Mitigation Plan
- City of Orange Local Hazard Mitigation Plan
- City of Orange General Plan
- City of Orange Emergency Operations Plan

## Approach

HMPs require an extensive and closely reviewed planning process that must include participation by internal and external stakeholders, businesses, and residents. To this end, the Tandem team has decades of experience managing hazard mitigation planning projects and engaging stakeholders.

The Tandem team's approach to meeting the goals of the project includes:

- Establishing a dedicated Hazard Mitigation Planning Committee or Internal Working Group to provide critical input on hazards, infrastructure, capabilities, mitigation actions and review plan drafts.
- Developing plan goals and objectives that minimize loss of life and property from natural and human-caused hazard events.
- Delivering workshops to build stakeholder engagement and support the planning process.
- Engaging the communities to promote mitigation awareness and participation in mitigation planning and implementation activities.
- Documenting the planning process, particularly public engagement.
- Providing subject-matter experts, technical analysis, and drafting the LHMP in adherence to established work schedules.
- Using an interactive process of developing drafts of the LHMP to solicit stakeholder review at critical points in development.
- Offering close coordination to deliver the HMP to Cal OES and FEMA for review.
- Supporting the City through the adoption and approval process by the City Council.

Tandem has proposed and will adhere to a four-task/phase process to complete the HMP from the start by forming a planning team through City Council adoption and final FEMA approval. Tandem shall comply with all Federal, state, and local laws, rules, regulations, ordinances, and statutes through each of the task phases and entirety of the project. These phases follow the Disaster Mitigation Act planning process and are described in the following Work Plan.

## Project Management

Tandem employs a systematic and comprehensive project management process for the entire project. At the start of the project, the project manager, Francisco Soto, will develop a project workplan for the project, identifying key deliverables, milestones, and parties responsible for the subtasks associated with project execution and coordination.

This workplan will include details of project Operations, Budget, Communications and Quality Assurance.

### Roles and Responsibilities of City Staff

We ask the City to provide the following support:

#### **Project Manager**

Tandem asks that the city identify one individual to serve as the Project Manager for the City to work with Tandem on day-to-day tasks and be the primary point of contact. An Alternate Project Manager is also preferred if the primary goes out on leave. The Project Manager is also responsible for communicating with the steering committee, but Tandem is also happy to assume that responsibility if needed and has experience coordinating with large groups and the public.

#### **City Staff Representatives**

Tandem recommends that City staff be available to

- Participate in the planning process by attending meetings and providing data as requested.
- Solicit input from citizens and professionals with knowledge of applicable hazards.
- Provide input on how the risk differs across the planning area.
- Identify new/proposed mitigation projects.
- Review drafts of the plan.
- Coordinate public meetings.
- Coordinate the formal adoption of the plan by governing boards.
- Provide subject matter expertise from your department.
- Post content of the city webpage and social media platform.

### Roles and Responsibilities of Tandem

Tandem will take responsibility for the following project processes:

#### **Operations**

We will create an operations roadmap. The operations roadmap will include:

- Detailed task schedules that demonstrate the overall work approach within the critical path
- An achievable, realistic schedule for each task and a means for proactively addressing potential delays
- A task-specific organization chart that defines the key positions and an effective staffing plan.

To support the project plan, we recommend bi-weekly calls between Lee Rosenberg of Tandem (Project Manager) and the City Project Manager to discuss progress and address any concerns that may arise. We will provide written monthly progress reports to the City detailing accomplished actions, pending action items, and project challenges.

## **Budget**

Upon the Notice to Proceed (NTP), Tandem will develop a plan to monitor the project budget and schedule. A detailed estimate of progress made during each reporting period will be used to prepare status reports which will be reviewed during bi-weekly meetings to determine if we are within the approved budget and forecast schedule. If we find that either one of those indicators is compromised, the Project Manager will take corrective measures and adjust resources, as necessary. If there is a change in scope, Tandem will closely communicate with the City's project Manager and work together to mitigate impacts.

## **Communications**

Francisco Soto of Tandem, (Project Manager), will be the centralized and primary point-of-contact with City to promote effective communication and successful project delivery. At the beginning of the project, we will:

- Confirm the individual(s) who will communicate between Tandem and the City
- Identify the project team members who are authorized to submit requests for data, meetings, or other information.
- Describe how communication records shall be prepared and maintained.
- Identify confidentiality requirements and restrictions.

Unless otherwise requested by the City, we will hold bi-weekly meetings with the City's Project Manager and select staff to discuss project status, potential project constraints, and opportunities in addition to agenda items dealing with project schedule, budget status, and potential scope creep. Tandem also has the technology to host video conferencing meetings with the City.

## **Quality Assurance**

Although all team members are cognizant and responsible for the quality of their work, we will ensure that City quality standards are met by:

- Assigning a Quality Control/Quality Assurance Manager

- The Project Manager will schedule a planning review with the City project leadership to discuss and verify that contractual, business, and management issues have been adequately prepared and planned for prior to beginning project execution.
- Risk assessments will be performed from the project development stage through the full execution of the project. Mitigation plans are developed and reviewed with senior management for project tasks with identified elevated risks.
- To ensure quality Documentation Production, we will meet the quality of the City’s documentation standards and will confirm the compatibility of software requirements, confirm written presentation and drawing documentation and validation requirements.

Quality Control reviews are conducted as integral components of project activities as follows:

1. Impartial assessments by experienced personnel who are not otherwise involved in producing the documents
2. Originator reviews the comments and makes necessary changes and additions to the original document.
3. Quality Control Manager reviews the revised document and discusses comment resolutions with the Originator and/or Project Manager
4. Project Manager reviews the Quality Control review comments and revised document.

Project reviews occur throughout project execution to facilitate communication between the Project and the project team. The status of the project is discussed along with areas where actions are required.

## Work Breakdown Structure and Deliverables

Tandem proposes a four-phase process to complete the LHMP from the start by forming a planning team through City Council adoption and final FEMA approval.



## **Phase 1: LHMP Planning/Development Process and Organize Resources**

### **Organize Hazard Mitigation Planning Committee**

Under the guidance and facilitation of the Consultant, the City Project Manager will assemble and convene the Hazard Mitigation Planning Committee (HMPC) consisting of representatives from City Departments and other stakeholders. Additional representation will be sought from federal, state, regional, and local government agencies, the private sector, and non-profit organizations. Other representation shall also include “whole community” approach including non-profits, religious institutions, disability access and functional needs groups, experts, or members of the public; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The HMPC’s role will be to:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects
- Prepare, publish, and distribute community and required public hearing notices.

Tandem will plan, coordinate, and facilitate the timeline of meetings, projects, and deadlines to complete the planning process in a timely manner. A crucial step in the planning process will be a comprehensive review of the existing LHMP, as well as related plans that have been completed or updated since the last LHMP update.

### **Public Outreach**

Tandem will facilitate a minimum of three (3) public meetings to provide information to and solicit input from the public regarding proposed mitigation activities. Tandem will also facilitate public outreach, and provide content for the City’s website and social media platforms that adhere to the city style guide. To ensure maximum participation from the community, Tandem will translate outreach material to three languages other than English. Tandem recommends the city identify 3 languages that represent more than 5% of the population. When a final draft plan has been assembled, the public will be invited to review and comment on the draft with public input incorporated as appropriate. Additionally, Tandem proposes to develop and disseminate a Hazard Mitigation Public Engagement survey to gauge resident’s understanding of hazards in the City and level of preparedness.

Tandem will thoroughly document the hazard mitigation planning process, including, but not limited to:

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

## Planning Process Documentation

Tandem will ensure all meeting rosters and planning process documentation, including public outreach, are documented and incorporated into the Appendices of the final plan. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be recorded and incorporated as appropriate by the Tandem. For security reasons, all critical infrastructure protection information will be redacted from the LHMP prior to dissemination or presentation to the public. Additional planning process documentation will include:

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

### **Phase 1 Deliverables:**

- ✓ Plan, coordinate, and facilitate the timeline of meetings, projects, and deadlines to complete the planning process in a timely manner
- ✓ Support for reconvening the HMPC including at least four meetings to review the HMP update progress, provide input and discuss drafts of the new plan
- ✓ Creation, analysis, and a results report for an online hazard mitigation planning survey
- ✓ Facilitate and support for at least three (3) public meetings including printed meeting material, sign in sheets and post meeting minutes
- ✓ Document planning process
- ✓ Provide content for City's website and social media.

Assigned Staff Members: Francisco Soto, Janlia Riley

Weeks to Complete Task: This task will be ongoing for the duration of the project.

## **Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)**

A detailed risk assessment will be developed for this LHMP to understand the risk and vulnerability the City faces from natural and human-caused hazards and to provide a basis for a hazard mitigation strategy. As necessary, portions of the risk assessment will be updated and enhanced to provide adequate data that can be used to better gauge the cost effectiveness of potential mitigation activities. The updated risk assessment shall include, but not be limited to:

### **Hazard Identification and Profiles**

The Hazard Identification and Profiles section will provide a description and prioritization of the hazards that have occurred or have the possibility to impact within the City's boundaries. The hazards will be ranked using the Calculated Priority Risk Index (CPRI) which examines four criteria for each hazard (probability, magnitude/severity, warning time, and duration) to determine how each hazard can impact the City. Tandem along with the HMPC will review the identified hazards to ensure prioritization is accurate and identify additional hazards that may be of concern.

### **Hazard Mapping**

Using the best available data, the risk assessment will include hazard and infrastructure maps that will be provided by Tandem that delineate areas affected by hazards and identify locations of local assets. Tandem will take the existing data and ensure new developments and infrastructure are overlaid with new hazard maps. The geographic information data will comprise a comprehensive inventory for use in developing map data layers of the following items relative to the multiple hazard area: Operational and Public Buildings, Critical Facilities and Infrastructure, and Maps of location of Parcels, Structures, Land Use, and Population. Tandem will ensure all structures be delineated by type of use.

### **Vulnerability Assessment**

Based on the profiled hazards and the hazard mapping, Tandem will develop an overview of the City's vulnerability to specific hazards and will create Digital maps and GIS data to identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. Depending on the data available, the vulnerability assessment will include:

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas.
- Potential economic losses from identified hazards will be estimated through the process that utilizes HAZUS-MH or GIS analysis of County Assessor's data with hazard locations.
- Description of land uses and development trends to advise future land use decisions.

## Capability Assessment

A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to reduce the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, mitigation policies, established in the general or comprehensive plans of other jurisdictions. In carrying out the capability assessment, the areas that will be examined include but are not limited to:

- Identify and evaluate vulnerable assets and estimate loss potential of those assets.
- Describe natural, technological, and/or human caused hazards that have potential to affect the City's assets.
- For each hazard affecting the planning area, prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Identify addresses of NFIP insured structures that have been repetitively damaged by floods.
- Review existing studies, reports, and plans related to historical disasters, and document disaster declaration history.
- Utilize FEMA's Hazus, RiskMAP products (and/or other appropriate software) to generate level 2 vulnerability assessments for earthquake and fire hazards.

### **Phase 2 Deliverables:**

- ✓ Risk Assessment for LHMP
- ✓ Updated hazard profiles
- ✓ Hazard mapping that delineates areas affected by hazards
- ✓ Updated vulnerability assessment
- ✓ Updated capability assessment.

Assigned Staff Members: Francisco Soto, Lee Rosenberg, Dennis Larson

Weeks to Complete Task: 6

## **Phase 3: Hazard Mitigation Strategy**

The mitigation strategy supports the commitment to create safer, more resilient communities by reducing risk and by committing resources to lessen the effects of hazards on the people and property. It is the heart of the LHMP and serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy will describe how the City will accomplish the overall purpose, or mission, of the planning process. Tandem proposes to develop the mitigation strategy

in four (4) steps described below. We will use a series of planning team meetings for this process.

### Develop Goals and Objectives

The Tandem team will work with the planning team to develop and select overarching mitigation goals. The goals are general guidelines that explain what Metropolitan wants to achieve with the plan. They are usually broad policy-type statements that are long-term and represent visions for reducing or avoiding losses from the identified hazard. The goals are informed by the risk assessment and public engagement process.

### Identify Potential Mitigation Actions

Tandem recommends one planning meeting focus on developing potential mitigation actions. Mitigation actions should be specific and actionable. They will contain the responsible entity, estimated costs and a completion timeline. We recommend they also list the hazard/s addressed and mitigation category. The FEMA Local Mitigation Planning Handbook recommends four (4) categories of mitigation actions:

- Local plans and regulations
- Structure and infrastructure projects
- Natural systems protection
- Education and awareness programs

We also propose to organize the potential mitigation actions by the LHMP objectives. See **Table 3** for examples.

**Table 3: Potential Mitigation Actions 2024**

Goal	Action Item #	Action Description	Mitigation Type	Related Hazards	Implementing Organizations
<b>Goal 1: Protect life, property, and reduce potential injuries from natural caused hazards</b>	1.1	Analyze critical City facilities and conduct seismic retrofits where needed.	Infrastructure	Seismic	Public Works
	1.2	Assess the fuel storage capacity of emergency generators at key water infrastructure and increase it to provide 72 hours of continuous operation.	Infrastructure	Seismic	Public Works

## Evaluate and Prioritize Potential Mitigation Actions

Tandem recommends a two-step process to evaluate potential mitigation items. FEMA requires that one criterion of the evaluation and prioritization process be benefit-cost review. The Planning Team must consider the benefits that would result from a mitigation action versus the cost. This does not mean a full benefit-cost analysis (BCA), using the FEMA BCA program, but a planning level assessment of whether the costs are reasonable compared to the probable benefits. Cost estimates do not have to be exact but can be based on experience and judgment.

The second prioritization method we propose is using STAPLEE prioritization analysis. STAPLEE considers several categories for determining the priority of a mitigation action: including:

- Social
- Political
- Environmental
- Technical
- Legal
- Administrative
- Economic

## Draft Mitigation Plan

Tandem shall develop the draft HMP that will be prepared in accordance with state and federal requirements. Tandem will ensure that each required component for each plan participant is included within the Plan. The draft plan will be made available to the HMPC for review and comment and then Tandem shall incorporate the comments and prepare a public review draft to be distributed to interested parties.

### **Phase 3 Deliverables:**

- ✓ Strategy and mitigation actions updates from the Planning Team, stakeholders and the public
- ✓ Updated mitigation actions matrix highlighting mitigation strategies and actions
- ✓ Prioritization of the mitigation actions with assignment of associated hazards, implementation timeframe, funding source and responsible entity
- ✓ Draft mitigation plan for HMPC review, and incorporate feedback and comments.

Assigned Staff Members: Francisco Soto, Lee Rosenberg

Weeks to Complete Task: 6, depended on City staff availability

## Phase 4: Hazard Mitigation Plan Implementation Maintenance Process

The LHMP must include a clearly defined approach for ongoing maintenance and evaluation of the strategies and mitigation activities. Material for implementation and maintenance will include:

- How the City will monitor, evaluate, implement and update the LHMP.
- How the hazard mitigation goals and actions will be implemented and incorporated into other local planning processes and documents. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized.
- Procedures for ensuring the Plan's implementation, including a schedule for action items.
- A description of ongoing, public-involvement activities demonstrating that the City is committed to continued community involvement in the LHMP development, maintenance, and future revision, update, and re-adoption every five years in accordance with the requirements of the Disaster Mitigation Act of 2000.

### Monitoring, Evaluating, and Updating

Tandem will create a strategy to monitor, evaluate, implement, and update the plan over the next five years. Tandem recommends the HMPC establish a reporting system where updates to the status mitigation actions are collected and discussed. FEMA recommends and Tandem agrees this should be conducted on an annual basis. Key considerations are changes to hazards, changes to community infrastructure, inputs to the City capital improvement plan and developing FEMA mitigation grant applications. A timeline will be established for future updates by the end of the final review meeting.

### Incorporating into Existing Planning Mechanisms

Tandem will describe mechanisms to support the City to implement and incorporate hazard mitigation plan goals and actions into other planning documents, such as the Safety Element of the City General Plan, emergency operations plan, community wildfire protection plans, and capital improvement plan. We will collect a list of candidate planning mechanisms and collaborate with the HMPC to select those that are most applicable.

### Implementation Schedule

The mitigation action plan developed during Phase 3, will include a schedule for implementing the individual mitigation activity or action item. The schedule will be based on timeframes (short term, < 1 year, 1-3 years, > 3 years). The implementation schedule will reflect mitigation activity priority, complexity, and availability of funding.

### Continued Public Involvement

As part of the monitoring, evaluating, and updating process, Tandem recommends the LHMP contain direction and procedures to conduct an annual public review. Much as was accomplished during the

initial plan development, this process should include continuously posting on the LHMP on City’s website and then advertising the update on social media platforms annually. Other strategies to solicit public involvement are to present the LHMP’s status at City Council, Public Safety Committee Meetings, and to provide LHMP information at various events conducted by the City.

### **Final Hazard Mitigation Plan Approval and Adoption**

Tandem will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. Tandem will be responsible for all plan revisions from Cal OES, FEMA, or the City until it is adopted by City of Orange City Council.

Tandem will solicit and collect input on the implementation and maintenance process from the HMPC and provide guidance and suggestions to establish a consistent and realistic approach to successfully achieve goals and complete mitigation action items.

Upon approval by Cal OES and FEMA, the Plan will be presented to City Council for adoption by resolution. Tandem is responsible for all required plan revisions from Cal OES, FEMA, and other stakeholders.

### **Phase 4 Deliverables:**

- ✓ Detailed approach for ongoing maintenance and evaluation of LHMP
- ✓ Thorough process to collect updates from the Planning Team and continue community involvement
- ✓ Prepare draft LHMP for public review
- ✓ Solicit and collect input from the Planning Team and public review
- ✓ Prepare final LHMP for Cal OES and FEMA approval
- ✓ Review and incorporate input from Cal OES and FEMA
- ✓ Prepare final LHMP for Adoption by the City Council.
- ✓ Final CalOES and FEMA approved LHMP; all supporting materials in Microsoft Word docx, high- resolution pdf, TIFF, JPEG, ArcGIS format.
  - Original, high quality, Orange Branded PowerPoint brief of LHMP background, processes, and relevance specific to Orange incorporating recent images, maps and historic information.
  - GIS layers and overlay files for LHMP hazards and projects in ArcGIS compatible format.
- ✓ Three (3) high quality printed and bound copies of the final, complete CalOES and FEMA approved LHMP.
- ✓ Three (3) high quality printed and bound copies of the Mitigation Project Annex from the final, complete CalOES and FEMA approved LHMP.
- ✓ All records related to the development of the plan, its contents, meetings held, and other materials will be organized in high quality pdf format and provided to the City at the end of the process along with a hard copy of the materials, rosters and records.

Assigned Staff Members: Francisco Soto, Lee Rosenberg, Janlia Riley

Weeks to Complete Task: 6, not including CalOES and FEMA Review

## Specific Work Requirements

Tandem will ensure the Scope of Work will include the following general tasks associated with the delivery of a FEMA- approved mitigation plan

- a) Development of the Mitigation Plan, including process documentation, capability assessment, development of mitigation goals, identification and analysis of mitigation measures, writing and reviewing plan drafts.
- b) Review of relevant City and County documents, plans, records, GIS data, and historic events and incorporation of same into the planning process.
- c) Risk assessments, including hazard identification and profiling of natural hazards common to Orange, assessments of vulnerabilities, and estimates of potential losses.
- d) Incorporate review comments from City staff, California Office of Emergency Services (CalOES), and FEMA into the plan as necessary to complete the plan in compliance with DMA 2000, CalOES and FEMA requirements.
- e) Facilitation of City-specific meetings and activities to include venue, signage and outreach.
- f) Planning and facilitation of City-specific public participation activities to include venue, signage and outreach.
- g) Orange Emergency Services Manager will be kept informed of complete schedule and project progress.
- h) Tandem will consult with CalOES and FEMA as the project structure is developed.
- i) Tandem has the ability and has previously worked with CalOES and FEMA and is familiar with their processes and procedures related to the creation, review, and final approval of the LHMP.
- j) Tandem will provide refreshments as requested by the Emergency Services Manager for the planning team meetings.

## **Schedule of Services**

Tandem proposes the following schedule in **Table 4** below. Tandem is confident that a completed plan can be presented to California Office of Emergency Services (Cal OES) and FEMA within 5 months from the Notice to Proceed. Tandem believes that a completed plan can be updated and delivered, to include a public comment period by April 2027. Once submitted to Cal OES and FEMA, the review period can take anywhere from three (3) to six (6) months depending on their current workload. Tandem can request a concurrent review of the LHMP to speed up the approval process, but it is not guaranteed.

Scheduled events may vary based upon City staff availability, timeliness of Cal OES / FEMA reviews and unforeseen events.

**Table 4: Proposed Schedule**

Task/Month	1	2	3	4	5	6	7
<b>Project Management</b>	Meeting	Meeting	Meeting	Meeting	Meeting	Meeting	Meeting
<b>Phase 1: Planning/ Development Process and Organize Resources</b>	Kickoff Meeting	HMPC Meeting 1 Public Outreach Survey	HMPC Meeting 2 Public Outreach (1 Month)	HMPC Meeting 3 Public Meeting 1	HMPC Meeting 4 Public Meeting 2	HMPC Meeting 5 Public Meeting 3	
<b>Phase 2: Hazard Identification / Risk Assessment</b>			Draft (2-week Review)				
<b>Phase 3: Hazard Mitigation Strategy</b>				Draft (2-week Review)			
<b>Phase 4: Hazard Mitigation Plan Maintenance Process</b>					Internal Review Draft (2 Weeks)	Public Review (2-Weeks) Internal Review Final Draft (2 Week)	OES/ FEMA Review (3-6 Months) Adoption Upon Approval

## **FEE**

All fees and cost proposed for this work to support the City is included in the Cost Proposal.

## RELATED EXPERIENCE AND REFERENCES

### Current Projects & Past Performance

The Tandem team has delivered numerous LHMPs and plan updates and is currently working with 3 agencies for the update and development of their LHMPs. Should Tandem be awarded this contract, all Tandem staff and team listed will be available to support the City to complete this project. **Table 1** below contains a partial list of completed, FEMA approved, and current LHMPs our staff has supported.

**Table 1: Proposed Team LHMP Projects Experience**

Year Completed	Client	Project Description
<b>Current</b>	City of Pasadena	LHMP Update
<b>Current</b>	San Lorenzo Valley Water	LHMP Development
<b>Current</b>	San Bernardino Valley Water	LHMP Update
<b>2023/2018</b>	City of Pittsburg	LHMP Update
<b>2022</b>	City of Ontario	LHMP Update
<b>2022</b>	Oro Loma Sanitary District	New LHMP
<b>2022</b>	City of San Bernardino	LHMP Update
<b>2021</b>	Valley County Water District	New LHMP
<b>2021</b>	City of Lynwood	LHMP Update
<b>2021</b>	City of Victorville	LHMP Update
<b>2021</b>	City of Hesperia	LHMP Update
<b>2020</b>	City of Hawthorne	LHMP Update
<b>2020</b>	City of Artesia	LHMP Update

## References

Tandem is pleased to provide to the City the following references for our Project Manager, Francisco Soto, and the NPA.

**Table 2: Past Project References**

Client Name/Project	Contact Name	Phone Number	Email
<b>Medical Surge Full-Scale Exercise</b>	Chris Riccardi	310-347-1451	criccardi@me.com
<b>City of Pasadena Local Hazard Mitigation</b>	Nallely Procopio	626-831-5654	nprocopio@cityofpasadena.net
<b>San Bernardino Municipal Water District Hazard Mitigation Plan</b>	Greg Woodside	909-387-9241	GregW@sbvmwd.com
<b>East Valley Water District Hazard Mitigation Plan</b>	Kerrie Bryan	909-806-4087	kbryan@eastvalley.org
<b>City of Pittsburg EOP and COOP Development</b>	Zuna Barker	925-252-4129	zbarker@pittsburgca.gov
<b>Santa Clara Valley Water District</b>	Nina Merrill	408-630-2640	nmerrill@valleywater.org

Additional references are available upon request.

## **SAMPLE REPORT**

Below you can find a link to the City of Pittsburg Local Hazard Mitigation Plan.

[City of Pittsburg HMP 2022.pdf](#)

## **RESOURCES TO BE PROVIDED BY THE CITY**

Tandem request that the City provide the following items:

1. Meeting spaces for the HMPC meetings and public outreach workshops
2. Audio and visual capabilities for all meetings
3. City Resource documents, if available
4. City and Hazard GIS Layers, if available