

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
JACOB GREEN AND ASSOCIATES**

This Agreement for Services ("Agreement") is entered into as of this 18th day of November 2024 by and between the City of Cathedral City, a municipal corporation ("City") and Jacob Green and Associates ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal, for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the city to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 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 here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 9 months commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule; the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred and eighty-eight thousand, one hundred and forty dollars (\$188,140.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any

of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars (\$10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the

request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the city. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum,

generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services and

should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor 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.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor 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 Contractor's performance of the Services. Contractor 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 City Manager. Contractor 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.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(d) City may determine that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Contractor shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide 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 Contractor gives City notice of such court order or subpoena.

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

Contractor shall promptly notify City should Contractor, 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 thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement. Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in

whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and

subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the city may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor does not cure the default, the city may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor'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.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods,

epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
 Attn: City Clerk
 68700 Avenida Lalo Guerrero
 Cathedral City, CA 92234

To Contractor: Jacob Green and Associates
 13217 Jamboree Rd # 248
 Tustin CA 92782

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the City of Cathedral City Municipal Code and its adopted policies and procedures.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the City Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written,

made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CATHEDRAL CITY

Charles P. McClendon
City Manager

ATTEST:

Tracey R. Hermosillo
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

[CONTRACTOR NAME]

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

The City of Cathedral City is committed to ensuring the safety and resilience of its community in the face of natural and human-made hazards. As part of this commitment, it is essential to regularly update and enhance its preparedness and response strategies. This proposal outlines a comprehensive plan to update the City's LHMP, Emergency Operations Plan (EOP), and to conduct essential Emergency Operations Center (EOC) Training and Exercise activities. Updating the LHMP and EOP will ensure that the City's plans reflect the latest risk assessments, best practices, and regulatory requirements. These updates will enhance its ability to mitigate potential hazards, respond effectively to emergencies, and recover swiftly from disasters. Additionally, conducting EOC Training and Exercise activities will equip its emergency management personnel with the skills and knowledge necessary to manage emergency operations efficiently and effectively. By investing in these critical updates and training activities, Cathedral City will strengthen its resilience, protect its residents, and ensure a swift and coordinated response to any emergency. This proposal seeks to secure the necessary resources and support to implement these vital initiatives.

DELIVERABLES

JGA will deliver the following at the conclusion of this project:

- Updated LHMP
- Updated EOP
- EOC Training & Exercise Series

PROJECT WORK PLANS

LOCAL HAZARD MITIGATION PLAN

The proposed Scope of Work outlines the comprehensive approach that JGA will undertake in collaboration with City staff and community stakeholders to develop an updated LHMP for the Cathedral City. The work will align with all requirements as outlined in the LHMP RFP issue by the City on August 30, 2024. The plan will adhere to all policy and regulatory requirements, including:

- The Disaster Mitigation Act of 2000
- Code of Federal Regulations Section 44 CFR 201.6
- AB 2140 (2006)
- SB 1241 (2012)
- SB 747 (2019)
- Government Code Sections 65302(g)(4) and 65302.15

The Plan will be developed according to FEMA's new hazard mitigation planning standards, effective as of April 2023, that emphasize robust community and stakeholder participation, consideration of climate change impacts, and increased attention to vulnerable populations. JGA will build on its recent experience in developing plans to

these new standards and navigating the approval process, which has changed significantly from what governed the planning process before 2023. By engaging with City staff and community stakeholders, JGA will follow FEMA's process from the organization of resources to plan adoption and implementation. Through a collaborative and systematic approach, the updated LHMP will enhance the City's ability to mitigate hazards and promote a safer and more secure community.

PROJECT ACTIVITIES

Task A: Project Management

Our project work plan will include the following:

- **Initial Kickoff Meeting:** Within two weeks of contract execution, JGA will meet with Cathedral City staff to align on project expectations, clarify roles and responsibilities, and finalize the scope of work.
- **Task Breakdown:** The project work plan will break down each task, including stakeholder engagement, hazard identification, risk assessments, and development of mitigation strategies. Each task will have specific deliverables and deadlines.
- **Timeline:** We will provide a detailed timeline outlining all major project milestones from the project kickoff to final plan submission to FEMA/Cal OES. The timeline will also include key stakeholder meetings, public outreach events, and review periods.

The work plan will be a living document that can be adjusted as necessary, ensuring flexibility while maintaining a clear path toward project completion.

Conduct Regular Project Status Meetings with City Staff Effective communication is a cornerstone of our project management approach. JGA will conduct regular bi-weekly progress meetings with Cathedral City staff to ensure ongoing collaboration and transparency.

These meetings will provide opportunities to:

- Review project progress against the work plan and schedule.
- Discuss any challenges or adjustments required to the timeline.
- Solicit feedback on draft deliverables and address any concerns.
- Ensure that Cathedral City staff is kept up to date on the progress of the LHMP development.

Prepare and Submit Monthly Progress Reports

JGA will prepare and submit monthly progress reports that summarize all work completed in the previous month. These reports will:

- Outline the progress made on key deliverables.
- Highlight any challenges or delays encountered and propose solutions.
- Provide an update on public outreach and stakeholder engagement efforts.
- Include updated timelines and upcoming task

TASK A: DELIVERABLES

- Detailed project work plan and timeline for LHMP updates activities.
- Monthly reports summarizing project progress, milestones achieved, and upcoming tasks.

Task B: Stakeholder engagement

Identify and Engage Stakeholders, Including Local Government Agencies, Community Organizations, Businesses, and the General Public

JGA understands that comprehensive stakeholder engagement is critical to developing a Local Hazard Mitigation Plan (LHMP) that reflects the needs and priorities of Cathedral City's community. Our approach will begin with identifying and involving a diverse set of stakeholders, including:

- City Departments: Fire, Police, Public Works, Planning, and Emergency Management.
- Local Government Agencies: Riverside County agencies and neighboring city departments.
- Community Organizations: Non-profits, schools, faith-based organizations, and neighborhood associations.
- Business Community: Chambers of Commerce, local businesses, and commercial property owners.
- Vulnerable and Disadvantaged Populations: Special outreach to organizations that represent vulnerable groups, such as senior services, disability advocacy groups, and low-income housing organizations.

We will convene a Stakeholder Committee early in the process, ensuring that all voices are heard throughout the LHMP development. This committee will meet regularly to provide input, review progress, and offer feedback on drafts.

Facilitate Public Meetings and Workshops to Gather Input and Provide Updates on the LHMP Development Process

JGA will organize a series of public meetings and workshops to ensure broad community participation in the LHMP process. These meetings will serve to:

- Educate the public on local hazards, risks, and mitigation strategies.
- Gather input on community concerns, vulnerabilities, and ideas for risk reduction.
- Provide updates on the progress of the LHMP and offer opportunities for feedback.

We will ensure that these meetings are accessible to all members of the community, using a combination of in-person and virtual meetings to maximize participation. The meetings will be publicized via social media, local media outlets, city newsletters, and direct outreach to stakeholder organizations. Special consideration will be given to vulnerable

populations by providing translation services, ADA-compliant facilities, and tailored outreach efforts. Additionally, JGA will leverage online surveys and community forums to capture input from residents who may not attend public meetings but still want to engage with the process. These digital tools will allow for ongoing community engagement throughout the project.

Document Stakeholder Input and Incorporate Feedback into the LHMP Update

Stakeholder input is integral to creating a responsive and actionable LHMP. JGA will:

- Document all feedback from public meetings, workshops, and surveys, ensuring that every comment is considered and addressed.
- Incorporate feedback directly into the LHMP update, ensuring that the plan reflects the priorities and insights of the community. We will create a transparent process where key contributions and revisions made based on feedback are clearly identified.

JGA will provide a Stakeholder Engagement Report as part of the final LHMP submission. This report will outline all engagement activities, summarize input, and demonstrate how stakeholder feedback shaped the final LHMP.

By ensuring active and meaningful participation from all sectors of the community, we will develop an LHMP that is inclusive, comprehensive, and reflective of Cathedral City's unique risks and needs.

TASK B: DELIVERABLES

- Agendas, presentations, meeting minutes, and documentation of stakeholder feedback from public meetings and workshops.

TASK C: Hazard Identification and Risk Assessment

- Review and Update the List of Natural and Human-Made Hazards That Could Impact the City of Cathedral City

JGA will begin the hazard identification process by reviewing the existing LHMP for Cathedral City as well as any relevant regional hazard mitigation plans. We will:

- Examine the current list of hazards, including both natural (e.g., earthquakes, wildfires, floods) and human-made hazards (e.g., hazardous materials spills, power outages).
- Consult with local agencies and stakeholders to identify any newly emerging risks or underrepresented hazards that may have increased in severity or frequency due to climate change, urban development, or other factors.
- Reference FEMA's National Risk Index, as well as updated guidance from Cal OES and other relevant bodies, to ensure that all significant hazards are considered.

JGA will ensure that the list of hazards is fully updated to reflect the most current data, scientific findings, and trends specific to Cathedral City, accounting for geographic, demographic, and environmental factors unique to the area. Conduct a Risk Assessment to Evaluate the Potential Impact of Identified Hazards on the Community, Infrastructure, and Critical Facilities

- Hazard Profiling: We will examine the characteristics of each identified hazard, including frequency, magnitude, historical occurrence, and potential future trends.
- Community Impact Analysis: By reviewing population data and community characteristics, we will assess the exposure and vulnerability of different population groups, with a special focus on disadvantaged and vulnerable populations.
- Infrastructure and Critical Facilities Assessment: JGA will work closely with city officials to identify and evaluate critical infrastructure such as hospitals, fire stations, schools, and utility networks. This assessment will prioritize facilities that are crucial for emergency response and community resilience.

Our approach will integrate climate change impacts and social vulnerability considerations, per FEMA requirements ensuring that the risk assessment reflects the dynamic and evolving risks faced by Cathedral City. By taking this holistic view, we will provide a comprehensive understanding of the city's vulnerabilities and inform the development of effective mitigation strategies.

Utilize Geographic Information Systems (GIS) to Map Hazard Areas and Analyze Spatial Data

JGA will leverage Geographic Information Systems (GIS) technology to visually map hazard areas and conduct spatial analyses that inform the risk assessment process. GIS will be used to:

- Map hazard zones, including floodplains, seismic fault lines, wildfire-prone areas, and areas at risk for extreme heat events.
- Overlay critical infrastructure and population density data to identify areas of highest vulnerability.
- Analyze spatial patterns, such as proximity of critical facilities to hazard zones, transportation routes, and evacuation corridors.

The GIS data will provide detailed, interactive maps that are easily understood by city officials, stakeholders, and the public. These maps will be included in the final LHMP document and made available for future use by Cathedral City's planning and emergency management teams.

TASK C: DELIVERABLES

- Comprehensive report detailing hazard identification and risk assessment findings.

TASK D: Vulnerability Analysis

Assess the Vulnerability of the City's Population, Infrastructure, and Critical Facilities to Identify Hazards

Jacob Green & Associates (JGA) will perform a comprehensive vulnerability analysis to assess how the City of Cathedral City's population, infrastructure, and critical facilities are affected by the identified hazards. This process will involve:

- **Population Vulnerability:** We will analyze demographic data, including age, income, housing conditions, and health factors, to assess which populations are most at risk. The analysis will include examining the potential impacts on high-risk groups such as seniors, children, and people with disabilities.
- **Infrastructure Vulnerability:** JGA will collaborate with Cathedral City's public works and emergency management departments to evaluate key infrastructure assets, such as roads, bridges, water systems, communication networks, and utilities. This assessment will help identify vulnerabilities that could lead to cascading failures during a hazard event.
- **Critical Facilities Assessment:** A detailed inventory of critical facilities such as hospitals, schools, fire stations, and emergency shelters will be conducted to assess their resilience to hazard events. Special attention will be given to facilities critical to emergency response and recovery efforts.

Identify Vulnerable Populations and Develop Strategies to Address Their Specific Needs

JGA will identify and prioritize vulnerable populations that may be disproportionately impacted by hazard events, including:

- Low-income communities may lack the financial resources to recover from disasters.
- Seniors and individuals with disabilities who may require additional assistance during evacuations and emergency responses.
- Non-English-speaking residents and those without access to transportation or emergency services.

To address these specific needs, JGA will develop strategies that ensure these populations are not only protected during emergencies but also included in the planning and decision-making process. This will involve:

- Collaborating with local organizations that represent vulnerable groups to understand their concerns and incorporate their input into the planning process.
- Developing tailored communication strategies to ensure that disaster preparedness information is accessible in multiple languages and formats.

- Providing actionable mitigation solutions, such as enhancing shelter accessibility, improving public transportation options during evacuations, and ensuring medical facilities are equipped to handle vulnerable populations during emergencies.

These strategies will be designed to build equity into the LHMP, ensuring that Cathedral City's most vulnerable populations are safeguarded.

Incorporate Climate Change Considerations into the Vulnerability Analysis

Climate change is a growing factor in exacerbating the severity and frequency of natural hazards. Per FEMA guidance, JGA will incorporate the latest climate change data and projections into the vulnerability analysis to ensure that Cathedral City is prepared for future climate-related risks. This will include:

- Assessing the potential increase in extreme weather events such as heatwaves, wildfires, and floods, which are projected to become more frequent and intense due to climate change.
- Evaluating long-term risks to infrastructure and critical facilities that may face heightened vulnerability due to rising temperatures, shifting precipitation patterns, and other climate-driven changes

TASK D: DELIVERABLES

Comprehensive report detailing vulnerability analysis findings.

TASK E: Mitigation Strategy Development

Develop and Prioritize Mitigation Actions and Strategies to Reduce the Risk and Impact of Identified Hazards

Jacob Green & Associates (JGA) will develop a comprehensive and actionable set of mitigation strategies to address the risks and vulnerabilities identified in Cathedral City's hazard analysis. Our process includes:

- Identifying Specific Mitigation Actions: We will create mitigation actions that directly address the risks posed by both natural and human-made hazards, such as flood control measures, seismic retrofitting, wildfire risk reduction, and public education campaigns. For each hazard, we will identify both structural and non-structural actions that reduce the likelihood of hazard events or lessen their impact on the community.
- Prioritizing Actions Based on Risk and Impact: JGA will use a multi-criteria evaluation process to prioritize mitigation actions. This process will assess factors such as:
 - Risk reduction potential: The degree to which the action reduces the risk or severity of a hazard.
 - Cost-effectiveness: A comparison of the costs of implementing the action versus the anticipated benefits.

- Feasibility: The technical, administrative, and legal ability to implement the action.
- Timeline for implementation: Whether the action can be completed in the short term or require long-term planning.
- Climate adaptation considerations: How the action contributes to climate resilience, especially as hazards increase in frequency and severity.

Each proposed action will be ranked according to these criteria to ensure that the most effective and feasible actions are prioritized in Cathedral City's Local Hazard Mitigation Plan (LHMP).

Collaborate with City Staff and Stakeholders to Ensure Proposed Mitigation Actions Are Feasible and Align with Local Priorities

JGA recognizes that collaboration with City staff, stakeholders, and community members is key to developing successful mitigation strategies. We will:

- Engage City staff: Throughout the mitigation strategy development process, we will collaborate closely with city departments—including Public Works, Planning, and Emergency Management—to ensure the proposed actions align with the City's existing capabilities, resources, and local plans.
- Incorporate Stakeholder Input: During the planning process, we will hold workshops and meetings with key stakeholders, including local businesses, community organizations, and regional agencies, to gather input on proposed mitigation actions. This engagement will ensure that the strategies developed reflect local priorities, address the concerns of vulnerable populations, and enhance the city's overall resilience.
- Coordinate with Regional and State Efforts: JGA will ensure that Cathedral City's mitigation strategies are aligned with regional plans and state initiatives, including those from Riverside County and Cal OES. This will streamline efforts, reduce redundancy, and increase the potential for funding and support from higher levels of government.

The mitigation actions will also be designed to integrate seamlessly with Cathedral City's other planning efforts, such as its General Plan and Emergency Operations Plan (EOP), ensuring a cohesive approach to risk management.

Prepare Cost Estimates and Potential Funding Sources for Each Mitigation Action

For each prioritized mitigation action, JGA will provide a detailed cost estimate that includes labor, materials, and any other associated expenses. We will also identify potential funding sources, such as:

- FEMA Hazard Mitigation Assistance (HMA) Grants, including the Building Resilient Infrastructure and Communities (BRIC) program.

- Cal OES funding opportunities, including state-level resilience and emergency preparedness grants.
- Community Development Block Grants (CDBG) for projects that benefit low- and moderate-income residents or vulnerable populations.

We will include detailed cost estimates in our Mitigation Strategies Report to the City; however, we will not include them in the final LHMP, opting instead to include more general indications of cost so as not to run afoul of potential CEQA compliance issues such as what happened to Los Angeles County's most recent LHMP update when the update included excessively detailed cost estimates.

TASK E: DELIVERABLES

- Report outlining proposed mitigation actions, including prioritization, cost estimates, and potential funding sources.

TASK F: Prepare Draft LHMP and EOP, Revisions, and Compliance

Prepare a Draft LHMP for Review by City Staff and Stakeholders

Jacob Green & Associates (JGA) will develop a comprehensive draft Local Hazard Mitigation Plan (LHMP) based on the results of the hazard identification, risk assessment, and vulnerability analysis. The draft will be structured in a clear, accessible format, covering all key elements required by FEMA and Cal OES, including:

- A detailed risk analysis of hazards identified as critical to Cathedral City.
- Mitigation strategies developed to reduce risk to life, property, and critical infrastructure.
- An implementation plan with specific action items and a timeline for execution.

This draft will be circulated to City staff and key stakeholders for initial review and feedback. Stakeholders will include representatives from city departments, local businesses, community organizations, and vulnerable population groups. JGA will ensure that all stakeholders have adequate time to review the draft and provide input. In addition to formal review periods, we will conduct workshops or feedback sessions to discuss the draft with stakeholders and ensure their perspectives are integrated into the plan.

Revise the Draft LHMP Based on Feedback and Prepare the Final LHMP Document

After receiving feedback from City staff, stakeholders, and the community, JGA will revise the draft LHMP to address all comments and suggestions. Our revision process will:

- Incorporate stakeholder feedback on mitigation strategies, ensuring that the final plan reflects local priorities.

- Address technical feedback from City staff, ensuring that the LHMP is both practical and aligned with existing city plans, policies, and regulations.
- Document all revisions in a transparent manner, summarizing how key feedback was integrated and ensuring that any concerns are addressed before finalizing the document.

The final LHMP will be submitted to the City for final approval before being sent to Cal OES and FEMA for review.

Ensure the LHMP Complies with the Requirements of the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES)

JGA has extensive experience ensuring that Local Hazard Mitigation Plans meet FEMA and Cal OES requirements. We will:

- Align the LHMP with FEMA's latest guidance under the Disaster Mitigation Act of 2000 and 44 CFR Part 201.6, including new requirements related to climate change, equity, and vulnerable populations.
- Ensure compliance with California state requirements, such as AB 2140, SB 1241, and other applicable legislation governing hazard mitigation and land use planning.
- Conduct internal reviews of the LHMP using FEMA's Hazard Mitigation Plan Review Tool and California's Plan Submittal Checklist to ensure the document meets all regulatory standards.

JGA will coordinate directly with FEMA Region IX and Cal OES to ensure that all required elements are in place before submission. We will also manage any post-submission revisions based on feedback from FEMA and Cal OES, facilitating the approval process.

TASK F: DELIVERABLES

- Draft LHMP for review by City staff and stakeholders.
- Draft EOP for review by City staff and stakeholders.
- Final LHMP incorporating feedback and complying with FEMA and Cal OES requirements.

TASK G: Prepare a Draft Emergency Operation Plan (EOP) for the City for Review by City Staff and Stakeholders (see pages 21 -34)

TASK H: Review and Approval Process

Submit the Final LHMP to FEMA and Cal OES for Review and Approval

Jacob Green & Associates (JGA) will manage the submission of the final Local Hazard Mitigation Plan (LHMP) to both the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA). Our team is well-versed in the

technical and procedural requirements set by both agencies, and we will ensure that Cathedral City's LHMP complies fully with all submission guidelines.

The final LHMP will be submitted to Cal OES first for initial review. Upon Cal OES approval, the plan will be forwarded to FEMA Region IX for final review and approval. JGA will coordinate closely with the city to ensure all documentation is complete, including:

- Required forms and documentation such as FEMA's Plan Review Tool.
- Necessary appendices, maps, and supporting data used in the LHMP development.
- A record of public involvement, stakeholder input, and responses to comments throughout the plan's creation.

Provide Support During the Review Process, Including Addressing Comments and Making Necessary Revisions

The LHMP review process consists of:

- Submittal to CalOES for initial review and approval. The first review must be completed within 45 days of submittal. Typically, there is at least one round of required revisions from CalOES that the City must respond to. JGA will address any revisions required and as well as coordinate discussions with CalOES review staff.
- After CalOES approval is granted, CalOES forwards the plan to FEMA Region IX for final review and approval. This, also, must take place within 45 days of submittal by CalOES. If FEMA requires additional revisions, JGA will address these as well as coordinate discussions with FEMA review staff.

As CalOES and FEMA review timelines for plans submitted under the new 2023 Hazard Mitigation Planning guidance are out of the control of both JGA and the City, it is not currently possible to commit to obtaining final approval by a specific date; however, JGA will provide full support during the FEMA and Cal OES review processes. This includes:

- Ongoing Communication: JGA will serve as the primary point of contact with both Cal OES and FEMA, ensuring that any clarifications or additional documentation requests are responded to promptly. We will keep the city informed of progress and address any potential delays in the review process.
- Addressing Reviewer Comments: Based on our experience with FEMA's hazard mitigation review procedures, we anticipate that some revisions may be required. JGA will carefully review all feedback from Cal OES and FEMA, make the necessary updates, and re-submit the plan for review. We will work directly with the agencies to ensure that all comments and required changes are resolved as quickly as possible.
- Technical Support: We will provide any necessary technical support to address complex comments, including adjustments to risk assessments, mitigation strategies, or mapping components. Our team's familiarity with FEMA's standards will ensure that revisions are completed accurately and efficiently.

Obtain Final Approval from FEMA and Cal OES

JGA is committed to working with Cathedral City until the final approval of the LHMP is secured from both Cal OES and FEMA. This includes:

- Managing the approval timeline: We will track and manage the submission and review timelines closely, ensuring that deadlines are met, and progress is monitored at each stage.
- Final Revisions: Should any final revisions be required by FEMA, JGA will respond swiftly to ensure that the LHMP meets all criteria for approval. We are experienced in addressing any post-review issues and will guide the City through this process.
- Approval Notification: Once final approval is received, we will provide the City with the official notification from FEMA and Cal OES, confirming that Cathedral City's LHMP is fully compliant and approved. This approval will make the City eligible for hazard mitigation funding and grants through FEMA's Hazard Mitigation Assistance (HMA) programs.

JGA will ensure a smooth and timely review and approval process, leveraging our expertise with FEMA and Cal OES to address any challenges and secure approval as efficiently as possible.

TASK H: DELIVERABLES

- Documentation and support provided during the FEMA and Cal OES review process.
- Provide staff training for EOC activation.
- Conduct a simulated EOC activation scenario to address areas of concern as outlined in LHMP and EOP.

TASK I: Implementation and Maintenance

Develop an Implementation Plan for the Approved LHMP, Including Timelines, Responsible Parties, and Funding Sources

JGA will develop a comprehensive implementation plan for the approved Local Hazard Mitigation Plan (LHMP), designed to turn the mitigation strategies into actionable projects. The plan will include:

- Clear Timelines: Each mitigation action will be assigned a specific timeframe for completion, with short-term (0–2 years), medium-term (2–5 years), and long-term (5+ years) actions prioritized according to their urgency and feasibility.
- Assignment of Responsible Parties: We will identify the city departments and relevant external partners responsible for implementing each mitigation action. This may include city divisions such as Public Works, Planning, Emergency Management, as

well as local utility companies, school districts, and regional agencies. Responsibilities will be clearly defined to ensure accountability and smooth coordination.

- **Funding Sources:** For each mitigation action, JGA will identify potential funding sources, including federal and state grant programs. This will include:
 - FEMA's Hazard Mitigation Assistance (HMA) programs, such as Building Resilient Infrastructure and Communities (BRIC) and the Flood Mitigation Assistance (FMA) program.
 - Community Development Block Grants (CDBG) for resilience projects benefiting vulnerable populations.
 - Cal OES funding opportunities and regional resilience grants.

Create a Maintenance Strategy to Ensure the LHMP Remains Current and Effective, Including Regular Updates and Reviews.

To ensure that the LHMP remains relevant, effective, and compliant with FEMA and Cal OES requirements, JGA will develop a robust maintenance strategy that includes:

- **Regular Monitoring and Reporting:** JGA will recommend that Cathedral City designate a city official or department responsible for overseeing the ongoing implementation and monitoring of the LHMP. We will propose an annual review process to assess progress on mitigation actions, update stakeholders, and adjust priorities as needed.
- **Performance Metrics and Reporting:** JGA will develop performance indicators to measure the effectiveness of each mitigation action. These indicators will include metrics like hazard exposure reduction, cost savings from avoided damages, and progress toward climate resilience goals. Regular reports will be prepared to track these metrics and ensure accountability.
- **Periodic Updates:** As required by FEMA, the LHMP must be reviewed and updated every five years. JGA will outline a process for these periodic updates, ensuring that:
 - New hazard data and risk assessments are incorporated.
 - Any changes in community vulnerabilities or infrastructure are reflected.
 - New mitigation actions and emerging funding opportunities are considered. JGA will also provide guidance on interim updates that may be necessary in response to significant events, such as major hazard occurrences or new federal or state regulations.
- **Stakeholder Engagement:** During each update cycle, we will recommend that the city engage stakeholders and the public to provide feedback on the progress of the LHMP and contribute new insights. This ongoing engagement will ensure that the LHMP reflects the evolving priorities and needs of Cathedral City.

TASK I: DELIVERABLES

- Plan to outline the implementation and maintenance strategy for the approved LHMP.

EMERGENCY OPERATIONS PLAN

PROJECT OVERVIEW

The Cathedral City Emergency Operations Plan will be created as a tool and actionable resource which will enable staff and stakeholders the capability to execute essential emergency operations following a critical incident or disaster.

The plan, and that of any annexes, will be developed in accordance with FEMA'S Comprehensive Preparedness Guide (CPG 101v3) -Developing and Maintaining Emergency Operations Plans and will meet the requirements, expectations, and standards of the Federal Emergency Management Agency (FEMA), and the California Governor's Office of Emergency Services (Cal OES). The updated EOP will further be developed consistent with the construct of the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the National Response Framework (NRF).

To the degree it is applicable, the plan will be informed by the Cathedral City Hazard Mitigation Plan, Riverside County Emergency Operations Plan, and the California Emergency Plan.

The final plan outline will follow the State of California's best practice structure and organization while ensuring it is tailored to and meets the unique needs of Cathedral City. JGA will update the EOP using a regional, integrated framework that is consistent with the latest California Emergency Plan, coordinated with the Riverside County Emergency Operations Plan while reflecting the unique operating environment and resources of Cathedral City. The emergency plan will include the concept of operations, roles, responsibilities, and specific emergency functions. Specific functions within the plan will include critical tasks, checklists, references, and other resources necessary for personnel to fulfill their duties and deliver effective execution of the plan by persons who may not have emergency management as their primary daily role.

JGA will ensure the updated EOP's efficacy and alignment with other key Cathedral City plans and its vertical and horizontal integration with other response and mitigation plans should meet national and state guidance and standards of an organizational integrated EOP plan.

PLAN APPROVALS

Local Emergency Operations Plans do not have a state or federal approval requirement and as such approval and adoption will be coordinated only with Cathedral City.

PROJECT DELIVERABLES

JGA will deliver an Updated Part 1 EOP (Base Plan) and Part 1 EOP (Emergency Operations Center) Position Checklists.

Plan Administration (not all-inclusive)

- Promulgation Statement
- Plan Distribution
- Foreword
- Concurrences
- Preface
- Plan Activation
- Record of Changes

Base Plan

1. Purpose and Scope
2. Situation and Assumptions
3. Concept of Operations
4. Organization and Assignment of Responsibilities
5. Direction and Control
6. Continuity of Government
7. Administration and Logistics
8. Plan Development and Maintenance
9. Authorities and References
10. Glossary of Abbreviations and Terms

TASK NUMBER PHASE/TASK DURATION PCT OF PROJECT NOTES

1 PHASE: Project Scoping and Development 21 days 5%

- 1.1 Identify the Project Management Team
- 1.2 Conduct Project Kick-off Meeting (Project Team)
- 1.3 Develop Project Schedule
- 1.4 Identify the Planning Team / SME Team
- 1.5 Conduct Project Kick-off Workshop (Planning Team)

2 PHASE: Data Collection and Analysis 30 days 5%

- 2.1 Assess City Organization and Community Capabilities
- 2.2 Assess City Municipal Code – Emergency Mgmt. Chapter
- 2.3 Review Existing Preparedness & Hazard Mitigation Plans
- 2.4 Develop Situation Overview
- 2.5 Develop Hazards Summary

3 PHASE: Develop Concepts of Operations 45 days 25%

- 3.1 Develop Emergency Organization and Structure
- 3.2 Develop Activation Authority and Criteria
- 3.3 Develop Emergency Function Responsibility Matrix
- 3.4 Identify Primary and Alternate EOC
- 3.5 Identify COOP and COG Policies
- 3.6 Develop AB2311, AB477, and SB 160 Content
- 3.7 Develop Training & Exercise Content

3.8 Identify Plan Maintenance Schedule & Process

4 PHASE: Plan Development-Part 1 Base Plan 90 days 50%

- 4.1 Craft Pre-Decisional Draft #1
- 4.2 Draft #1 Content Editing & Proofreading
- 4.3 Draft #1 Formatting & Pagination
- 4.4 Draft #1 Send to Client for Review & Comments 21-day review period
- 4.5 Draft #1 Review & Comments Received from Client
- 4.6 Draft #1 Edits & Changes per Client
- 4.7 Craft Final Deliverable
- 4.8 Final Deliverable Quality Check
- 4.9 Final Deliverable Send to Client

5 PHASE: Plan Development-Part 2 EOC Checklists 30 days 10%

- 5.1 Craft EOP Part 2 EOC Position Checklists
- 5.2 Content Editing & Proofreading
- 5.3 Formatting & Pagination
- 5.4 Final Deliverable Quality Check
- 5.5 Final Deliverable Send to Client

6 PHASE: Plan Processing and Approvals 15 days 5%

- 6.1 Deliverable Acceptance by City
 - 6.2 Adoption by City (if required)
- Note (1): Draft planning documents are provided in a PDF format for review and comment.

TRAINING & EXERCISE

PROJECT OVERVIEW

Training is a crucial component of an effective emergency management program. JGA recognizes its significance and is committed to providing annual emergency management training and exercises to the City of Cathedral City. The primary objectives of these training sessions are:

- 1. Activation of the Emergency Operations Plan:** The training will ensure that staff members are well-versed in the activation procedures of the jurisdiction's Emergency Operations Plan. This will enable them to effectively initiate the plan during emergencies, ensuring a swift and coordinated response.
- 2. Understanding Roles and Responsibilities:** Participants will gain a comprehensive understanding of their specific disaster roles and responsibilities within the emergency management structure. This will enable them to execute their tasks competently and confidently, contributing to an efficient and well-coordinated response effort.

3. EOC Operations: The training will focus on enhancing the participants' knowledge and skills in operating within the EOC. This includes familiarizing them with the EOC's functions, communication protocols, decision-making processes, and coordination mechanisms. By building their EOC competency, the participants will be better prepared to support effective emergency response and management.

By providing comprehensive training and conducting exercises, JGA aims to enhance Cathedral City's emergency management readiness, ensuring that personnel are well-prepared, competent, and confident in executing their roles and responsibilities during emergencies. The training and exercises will contribute to a more resilient and effective response system within the City.

PROJECT ACTIVITIES

JGA will deliver the following table of Training & Exercise Activities on-site at Cathedral City. Course / Activity Scope Time Frame

	Course / Activity	Scope	Time Frame
ACTIVITY #1: EMERGENCY MANAGEMENT TRAINING & EXERCISES			
A	Course: Disaster Response for Senior Officials	Time: 2 sessions @ 1.5 hours each Audience: Senior Leadership Staff	TBD (based on City Schedule) <ul style="list-style-type: none"> Delivered 2 times over one year.
	<p>Description:</p> <p>This training course will provide City leadership officials, such as the executive leadership team and department heads, with the basic fundamentals of the city's emergency management systems and infrastructure.</p> <p>Topics include:</p> <ul style="list-style-type: none"> The purpose and scope of ICS/SEMS/NIMS Basic elements of ICS/SEMS/NIMS The functions and basic concepts of ICS/SEMS/NIMS Maintaining training proficiency in ICS/SEMS/NIMS Overview and activation of the Emergency Operations Plan (EOP) Overview and activation of the Emergency Operations Center (EOC) Senior Official's role in preparedness, response, and recovery <p>Note: The Disaster Response for Senior Officials course is designed for those who will not be attending other emergency management training courses in this series.</p>		

B	Course: Emergency Operations Plan (EOP) Orientation	Time: 2 sessions @ 1.5 hours each Audience: Senior Staff, EOC Responders	TBD (based on City Schedule) • Delivered 2 times over one year.
	<p>Description:</p> <p>This training course will provide EOC Responders and other city leadership team staff with a foundational understanding of the City's Emergency Operations Plan (EOP).</p> <p>Topics will include:</p> <ul style="list-style-type: none"> • Application and activation of the EOP • Authorities and responsibilities of the City • Roles and responsibilities of City Departments and other organizations • City's emergency organization structure • Preemptive emergency actions • Concept of emergency response and management • Integration with county, state, and federal authorities • Role of the City's Emergency Operations Center (EOC) 		
C	Course: EOC Management & Operations	Time: 2 sessions @ 4.0 hours each Audience: EOC Responders	TBD (based on City Schedule) • Delivered 2 times over one year.
	<p>Description:</p> <p>This training course will provide EOC Responders with the concepts involved in activating, managing, and operating the City's Emergency Operations Center (EOC).</p> <p>Topics will include:</p> <ul style="list-style-type: none"> • Purpose and overview of the EOC • Activation policy and criteria for the EOC • EOC Activation levels • EOC Priorities & Actions • Roles and responsibilities of the EOC • EOC assignments and Roles for City Departments and other organizations • City's EOC organization structure • The Planning Cycle of the EOC • The Operational Cycle of the EOC • Developing an EOC Action Plan • Deactivating and demobilizing the EOC 		

D	Course: EOC Section Specific Training	Time: 2 sessions @ 4.0 hours each Audience: EOC Responders	TBD (based on City Schedule) • Delivered 2 times over one year.
	<p>Description:</p> <p>This training course will provide EOC Responders with an understanding of the staffing of the EOC Organization and the specific roles and responsibilities of each of the four EOC Sections and each respective EOC Position.</p> <ul style="list-style-type: none"> • Jurisdictional EOC organizational structure • Department and other organizations assignments within the EOC organization • Organizational structure of the EOC • Staffing the EOC organization • Section coordination and interaction • Section roles and responsibilities • Section specific considerations • Position roles and responsibilities • Section and position tools & resources 		
E	Exercise: EOC Tabletop Exercise	Time: 2 sessions @ 2.0 hours each Audience: EOC Responders Type: Discussion-based	TBD (based on City Schedule) • Delivered 2 times over one year.
	<p>Description:</p> <p>Utilizing the City of Cathedral City's Emergency Operations Plan (EOP) and Local Hazard Mitigation Plan (LHMP), a tabletop exercise (TTX) will be designed and executed. This discussion-based exercise will be conducted as a group (EOC Response Team) activity to discuss and solve notional response issues based on a probable natural, technological, or human-caused emergency scenario.</p> <p>The focus will be on creating a low-stress, inclusive, discussion-based learning environment providing staff with a practical understanding of the EOP and EOC activation and application.</p> <p>Lessons learned from the TTX will be used to inform the EOC functional exercise.</p> <p><i>Exercises are designed to validate emergency planning; test tools, technology, and procedures; and reinforce staff and team training. Exercise outcomes should inform future emergency planning, improvements in systems and tools, and subsequent emergency training and exercises.</i></p>		

F	Exercise: EOC Functional Exercise	Time: 1 session @ 4.0 hours each Audience: EOC Responders Type: Operations-based	TBD (based on City Schedule) Delivered 1 time over one year.
<p>Description:</p> <p>Incorporating lessons learned from the TTX, an EOC Functional Exercise (FE) will be designed and executed to further validate and condition the City's EOP, EOC, and EOC Response Team. The FE may use the same general emergency event scenario but will include variations to provide problem-solving challenges for participants.</p> <p>This operations-based exercise will provide an opportunity for participants to utilize available technology, tools, resources, and the EOC facility to solve incident challenges and apply best practice response approaches in real time. This exercise is hands-on focused while the table-top exercise was discussion-based.</p> <p>A debriefing will be held to solicit participant feedback.</p> <p><i>Exercises are designed to validate emergency planning; test tools, technology, and procedures; and reinforce staff and team training. Exercise outcomes should inform future emergency planning, improvements in systems and tools, and subsequent emergency training and exercises.</i></p>			

Note (1): The cost for training and exercises is computed for activities that will be provided in a bundled format, with the condition that no more than two on-site visits are required.

PROJECT SCHEDULES PROJECT TIME

- 1 Hazard Mitigation Plan Update 35 weeks
- 2 Emergency Operations Plan Update 32 Weeks
- 3 Emergency Operations Training & Exercise TBD

Task/Milestones Cost

- Task A: Project Management 2 weeks/ongoing
 - Task B: Stakeholder Engagement ongoing
 - Task C: Hazard Identification and Risk Assessment 5 weeks
 - Task D: Vulnerability Analysis 6 weeks
 - Task E: Mitigation Strategy Development 6 weeks
 - Task F: Prepare Draft LHMP and EOP, Revisions, and Compliance 5 weeks
 - Task G: EOC separate timeline
 - Task H: Review and Approval Process 5 weeks*
 - Task I: Implementation and Maintenance 5 weeks
- Duration: 35 weeks

LHMP TIMELINE

Task/Milestones	Cost
Task A: Project Management	2 weeks/ongoing
Task B: Stakeholder Engagement	ongoing
Task C: Hazard Identification and Risk Assessment	5 weeks
Task D: Vulnerability Analysis	6 weeks
Task E: Mitigation Strategy Development	6 weeks
Task F: Prepare Draft LHMP and EOP, Revisions, and Compliance	5 weeks
Task G: EOC	separate timeline
Task H: Review and Approval Process	5 weeks*
Task I: Implementation and Maintenance	5 weeks
Duration:	35 weeks

EXHIBIT "B" COMPENSATION

The City Shall Pay Contractor a not-to-exceed amount of \$188,140.00 for completed work based on the following schedule.

Task/Milestones	Cost
1. Local Hazard Mitigation Plan Update	
Task A: Project Management	\$11,800
Task B: Stakeholder Engagement	\$14,200
Task C: Hazard Identification and Risk Assessment	\$10,200
Task D: Vulnerability Analysis	\$14,200
Task E: Mitigation Strategy Development	\$8,200
Task F: Prepare Draft LHMP and EOP, Revisions, and Compliance	\$12,250
Task G: EOC	see below
Task H: Review and Approval Process	\$9,500
Task I: Implementation and Maintenance	\$4,600
LHMP Total Fixed-Fee:	\$84,950
2. Emergency Operations Plan Update	\$38,495
3. Emergency Operations Training & Exercise	\$64,695
Total Fixed-Fee:	\$188,140

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The city may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.