



Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Steve McClary, City Manager

Date prepared: March 14, 2023 Meeting date: April 10, 2023

Subject: Professional Services Agreement with Aanko Technologies, Inc.

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement with Aanko Technologies, Inc. for the update of the City's Emergency Operations Plan.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for Fiscal Year 2022-2023 in Account No. 100-7021-5100-00 (Professional Services).

WORK PLAN: This item was included as item 1.d. in the Adopted Work Plan for Fiscal Year 2022-2023.

DISCUSSION: In California, all governmental emergency plans are required to comply with the State's Standardized Emergency Management System (SEMS) as well as FEMA's National Incident Management System (NIMS) in order to be eligible for state and federal disaster assistance. Plans should be updated every five years and submitted to the State Office of Emergency Services for review to ensure compliance. The City's current Emergency Operations Plan was adopted on February 25, 2019 and we recommended that it be updated at this time.

Staff plans to conduct a comprehensive update that seeks to recognize and incorporate community resources, as well as update and expand critical sections of the plan, including:

- Creating a new appendix that outlines community resources;
- Updating the Donation Management and Mass Evacuation annexes;

- Creating three new annexes including Active Shooter, Pandemic and Extended Infrastructure Disruption;
- Expanding the infrastructure and facilities section of the plan to include more information about critical utility infrastructure and potential vulnerabilities; and,
- Expanding the sections on whole community considerations, including, but not limited to, the needs of people with access and functional needs, those experiencing homelessness, day workers, and domestic workers.

To assist with the update, staff issued an RFP in December 2022 for emergency planning consultant services. The City received eight proposals and staff interviewed four consultant groups. Aanko Technologies, Inc. was chosen as the best candidate for the project due to their extensive emergency planning experience and experience working with other California cities. The term of the agreement is for one year at a cost not to exceed \$87,510.

ATTACHMENTS: Professional Service Agreement with Aanko Technologies, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 10, 2023, by and between the City of Malibu (hereinafter referred to as the "City"), and Aanko Technologies, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the update of the City's Emergency Operations Plan.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on April 10, 2023, and will remain in effect for a period of one year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be for a total amount not to exceed \$87,510. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of

liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but

excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been

inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Steve Longoria
Chief Executive Officer
Aanko Technologies, Inc.
5267 Warner Ave., Suite 111
Huntington Beach, CA 92649
TEL (866) 968-7478

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents 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. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials SL

This Agreement is executed on April 10, 2023, at Malibu, California, and effective as of April 10, 2023.

CITY OF MALIBU:

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT: SL
By: _____

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

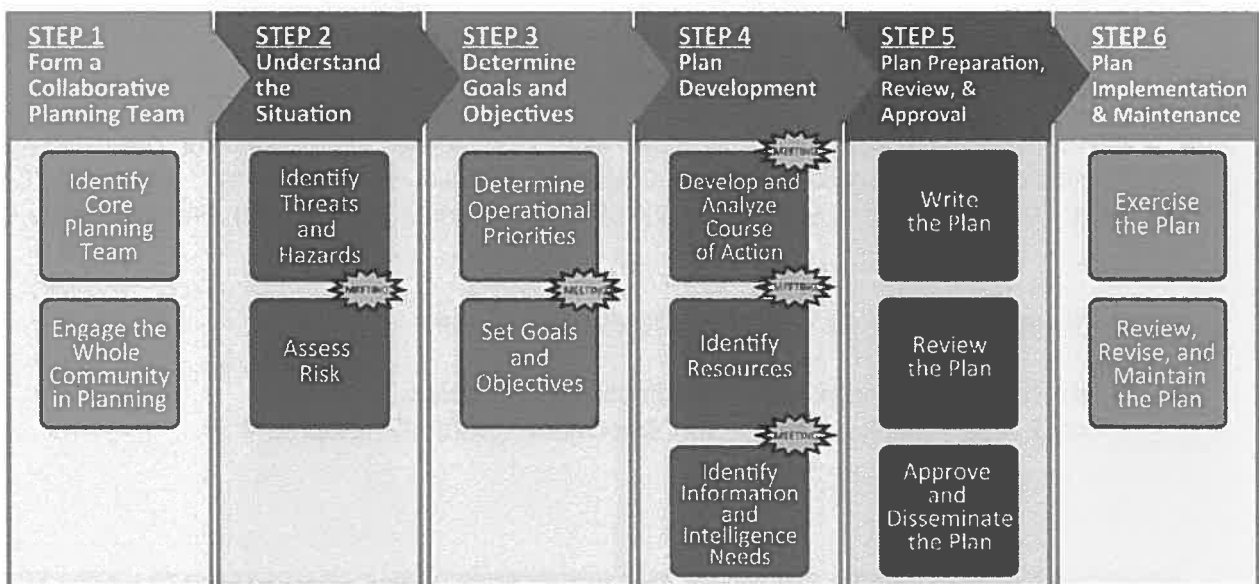
SCOPE OF WORK

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STATEMENT OF OVERALL APPROACH

Aanko will prepare the EOP and Annex document(s) in compliance with National Incident Management System (NIMS) and California Standardized Emergency Management System (SEMS) standards, and in accordance with the provisions of the California Emergency Services Act, Executive Order W-9-91, Executive Order 0-67-03, and Executive Order S-2-05. We will use the Whole Community Approach identified in the FEMA Comprehensive Planning Guide (CPG) 101 as the foundational tools for our approach.

The plan development will follow the FEMA CPG 101, Version 3.0 and its 6-step process noted below:



The updated EOP will be a Multi-hazard Emergency Operations Plan that provides:

- Who does what under which circumstances.
- Describes resources available to respond to a significant emergency and mechanism for those impacted to obtain the use of those resources.
- Describes the demographics of the Malibu community covered by the plan.
- Geography of the area covered by the plan.
- Hazard and Risk assessment consistent with the LA County Multi-jurisdictional Hazard Mitigation Plan.
- Describes how the City will coordinate its response with the related County and State agencies.
- Provide an outline for regular training and exercises.

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- Include a Concept of Operations.
- Emergency Management Organization, consistent with SEMS, NIMS and the National Response Framework, but reflecting local resources that provide Direction and Control.
- Be inclusive of Roles and Responsibilities of all emergency teams and stakeholders.
- Provide for Multi-Agency Coordination and Procedures.
- Integrate procedures for Alert, Notifications, and Communication for City staff, consumers and stakeholders.
- Role of local governments, their departments and staff.
- Role of the private sector, including non-profit organizations, local businesses, the public and other constituencies consistent with City of Malibu, LA County, CalOES, and FEMA emergency management policies.
- Annexes, resources, and checklists necessary to implement the components of the plan to ensure the most effective execution of the plan by persons who may not have emergency management as their primary daily role.

In addition, the Plan and supporting documents will conform to the California Master Mutual Aid Agreement (MMAA), the Emergency Services Act (ESA, Chapter 7 of Division 1 of Title 2 of the Government Code), the Emergency Medical Services Act (Division 2.5 of the Health and Safety Code), and the Malibu Municipal Code.

Aanko will approach the work under the following two (2) tasks:

- Task 1- Project Management, Coordination, Expectations
- Task 2 - EOP, Annexes and Ancillary Documents Update Development

| Attribute | Evidence |
|------------------------|--|
| Completeness | Provides complete results via a systematic and rigorous process. |
| Integrity | Is based on classical risk analysis and emergency management theory. |
| Reproducibility | Provides reproducible results by equivalently experienced personnel. |
| Transparency | Easily understandable to others as to how it was accomplished, the assumptions used, and the basis for risk decisions. |
| Documented | Provides clear and complete documentation on methodology and products from its use. |
| Defensible | Thorough and professional; addresses relevant concerns of government regulations, employees, and the public. |
| Risk-based | Uses a risk-based approach to allow proper evaluation of threats and focuses on the most important risks during emergencies. |

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Aanko's project management approach will provide the City of Malibu with successfully completed tasks that meet the following goals:

Aanko employs a systems approach to Emergency Management (EM), which means we work to improve the entire EM system, rather than simply optimizing individual system components. We understand that safety and security, risk management, and supporting functions within emergency planning are comprised of many complex components working congruently.

Throughout any contracted work, Aanko coordinates with key client technical, managerial and administrative personnel to review client needs and expectations. Aanko ensures tasks meet client and stakeholder requirements. Our intent is to foster an open dialogue to communicate suggestions for ongoing process improvements.

TASK 1: PROJECT MANAGEMENT, COORDINATION AND EXPECTATIONS

Aanko will be collecting and evaluating data to ensure the EOP development will conform to California laws and regulations, consistent with the provisions of the California Emergency Services Act, Executive Order W-9-91, Executive Order 0-67-03, Executive Order S-2-05, and Executive Order S-04-06. The Aanko team will be guided by the City of Malibu Project Manager in the review process. To do this, the following subtasks will be accomplished:

Subtask 1: Project Kickoff

Upon Project commencement, our key project team members will hold a kick-off familiarization meeting with the City of Malibu Project Manager (and other invitees/stakeholders) to further discuss Project Objectives, Tasks, and Constraints (if any). We will seek consensus on project development to achieve project timelines. We will address the following items at the Kick-Off Meeting:

- **Step I:** Initiation and Planning: The specific project areas will be verified, as well as the Aanko team and City of Malibu Project Manager contact information, and project flow and timelines for draft and final deliverables
- **Step II:** Resources (Personnel): The team will verify that each stakeholder responsible for providing input for EOP update development has provided a point of contact
- **Step III:** Resources (Documentation): Already developed plans that integrate with the EOP will be requested from the City of Malibu Project Manager in advance of this meeting. Prior to the Kick-Off Meeting, we will work with them to collect needed documentation and create an information list of data that may still be needed. At the Kick-Off Meeting, we will provide a list of outstanding information to those participants and request a data delivery
- **Step IV:** Plan Deployment: The process for development and coordination of the Tasks will be provided
- **Step V:** Manage Strategy Evolution: The process to continually refine and adjust Tasks due to changing threats and changing capabilities will be provided (Quality Control Plan)

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- **Step VI:** Information Control: In coordination with City of Malibu Project Manager, we will discuss steps all parties will take to protect project information, if needed. We will present a Project Security Protocol and Project Data Management Protocol to ensure protection of sensitive documents and other information
- **Step VII:** Full-scale Implementation: The process to initiate data collection and facilitate stakeholder meetings for development of the task deliverables will be provided

Subtask 2: Ad Hoc Reports

We will provide Ad Hoc Progress Reports to the City of Malibu Project Manager via email. These reports may include (format to be developed/approved by City of Malibu):

- Project Activity- Listing of work completed, by staff member, by Budget Line Item
- Updated Project Timeline/ Actions Planned for Next Reporting Period (Schedule)
- Potential Issues and Recommended Solutions
- Invoices and remaining budget Subtask 3. Stakeholder Meetings

We will work with the City of Malibu Project Manager to identify city staff and community stakeholders from appropriate departments, agencies, schools, organizations and the public. We will coordinate meetings to gather the necessary information to successfully research, write and complete the EOP and annexes update. It is assumed that the City of Malibu Manager will work with us to schedule these meetings and to provide a venue for the meetings. Further, it is assumed that City reprographic and audiovisual equipment will be utilized to provide meeting materials for these meetings.

The stakeholder input will include data gathering and analysis of information requested/received from CalOES, the CalOES Office for Access and Functional Needs, and the City of Malibu Office of Emergency Services to determine mutual aid and resource sharing that shape the draft EOP and the annexes within the EOP, based upon existing response protocols and expected threat scenarios as validated by the stakeholders.

Contacts will be required to collect some or all of this information. This contact information includes but not limited to:

- a. Contact Name
- b. Organization and Emergency Operations Responsibility
- c. Telephone number(s) (hardwire, cell phones, faxes, e-mail)

We will request this information from the City of Malibu Project Manager.

We will clarify any outstanding issues from these meetings and interviews and respond to any comments from the City as a result of our data collection.

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Task 1 Deliverables:

- Progress Reports
- Meeting Agendas and Minutes from Meetings
- Review and Adequately respond to comments
- Project Schedule for each component
- Deliver each component (report/plan/annex) on time electronically
- Provide final EOP and Annexes via email (MS WORD and PDF format) and ten (10) complete bound printed copies

TASK 2: INTEGRATED EMERGENCY OPERATIONS PLAN

Subtask 1: Emergency Operations Plan Review and Update

The development of the EOP and Annexes update will begin by analyzing exiting documents and validating stakeholder current emergency response resources and activities (capabilities) at the local, regional and state level to form the baseline needed for successful plan implementation. We will conduct initial planning meetings with the City of Malibu Project Manager. The meetings will review and discuss the plan outlines, scope of work, tasks, objectives, timelines and deliverables after the initial kickoff meeting.

Format and content review by the Aanko team of state, regional and local level emergency management related documents will form the basis of the draft Concept of Operations (CONOPS) that will trigger activation of the EOP. At this stage, we will work with City of Malibu Project Manager guidance to take the data gathered in Task 1 and, using stakeholder input and additional data collection, update the EOP CONOPS that outlines mitigation/prevention, preparedness, response and recovery, including COVID-19, public health prevention, and preparedness and response efforts as it relates to the City. This information includes but not limited to:

- a. City of Malibu Municipal Code alignment (Malibu City Municipal Code Title 2, Section 2.52)
- b. LA County Operational Area Emergency Operations alignment
- c. City of Malibu Population served and "Whole Community" service area
- d. County/City Components for stakeholder alignment
- e. Critical Infrastructure Identification
- f. Emergency/Crisis Communication Protocols
- g. County/City Emergency Response & Recovery Assets (Local City of Malibu Capability Assessment through the THIRA Process)
- h. Hazard assessment using information from the latest Multi-jurisdictional / Local Hazard Mitigation Plan
- i. Interviews with Whole Community stakeholders, including those within the City, the Community CERT and the LA County First Responders under contract with City (Sheriff and Fire).

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From the review of documentation and interviews with stakeholders, we will develop the conversion of the reviews/interviews into useful operational information for the plan and annexes for the City. The annexes will define the capabilities and assumptions within each annex used to formulate the annex. The Basic Plan Concept of Operations (CON OPS), based directly upon the larger mission goals which govern all OA regional plans, and the State Emergency Plan (SEP) will be developed from this process. The reviews/interviews will also set the groundwork for congruency of the entire EOP and annexes.

We will develop the EOP with appropriate tasks, checklists, references and other resources necessary for and the City emergency response organization staff to fulfill their duties under the Plan. This process will include meeting with staff, including EOC Team members, Public Safety Department staff and the Malibu CERT Team and our conduct of independent research to update information contained throughout the Plan to evaluate roles, responsibilities and existing plan checklists and identify any areas for improvement.

Subtask 2: EOP Annex Review and Update

Aanko will review the existing EOP annexes from the Los Angeles Operational Area (OA) to ensure evaluation of existing processes and procedures, identify existing emergency response teams and their structure, and identify the CONOPS used in the annex formulation to determine the annex baselines, as necessary, to initiate production of the localized annex within the City EOP.

From the review of OA documentation, Aanko will develop the conversion of the review into useful operational annexes for the city. The annexes will define the capabilities and assumptions within each annex used to formulate the annex Concept of Operations (CONOPS), based directly upon the larger regional mission goals which govern all City plans that integrate with the Los Angeles OA. The review will also set the groundwork for congruency of all annexes. Although developed as separate annexes within the larger City EOP, all annexes must assist in effectively and successfully validating the overall emergency response strategy.

Aanko understands there have been many efforts to assess validity of plans as related to preparedness and response. Some focus on evaluating or inventorying resources and activities, being easy to quantify to provide insight into what can be accomplished. However, to be certain as a City that annexes put in place to respond to catastrophic events will be able to deliver when called upon needs much more. Whether there is a plan/annex in place and resources are available are key inputs to preparedness. However, inputs may not produce outcomes we want; actually implementing the response when and where it is needed if response organizations, infrastructures, and other components cannot deliver them. Confidence that plans/annexes can be executed as designed depends on the reliability of the system executing them.



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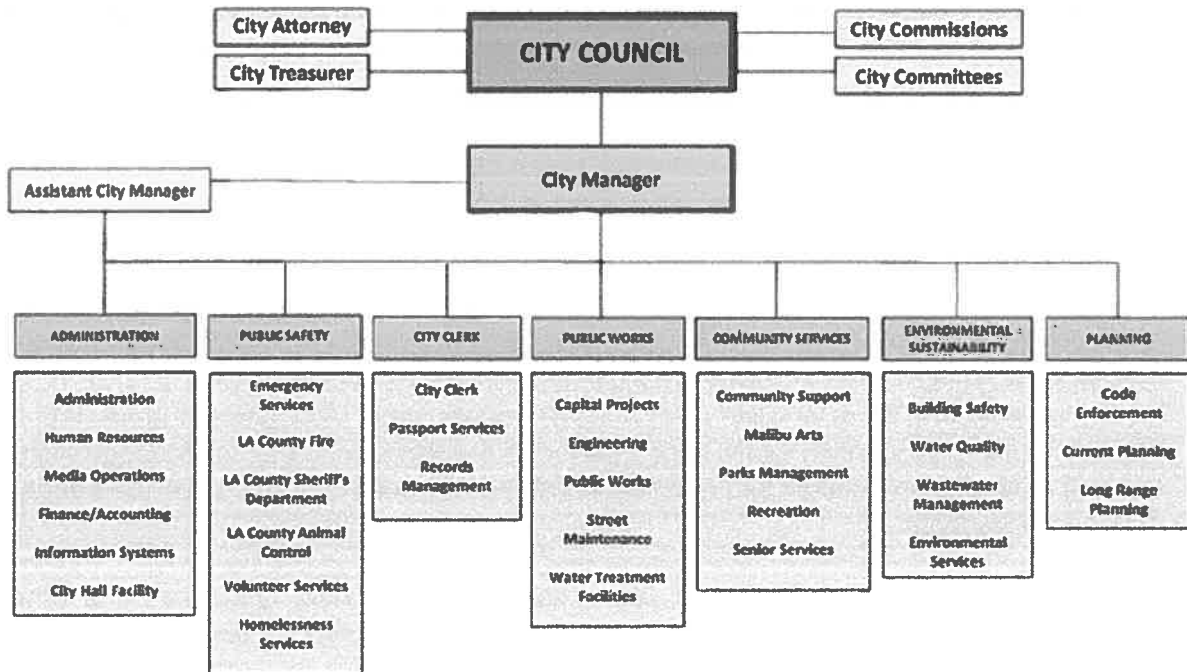
For instance, the City Evacuation Plan of 2020 is likely to succeed if it provides a variety of options for the community evacuation so operations can be adapted easily in response to a changing operational situation. But it will not succeed if City planning has not considered all evacuation scenarios. For example, if Evacuation is in response to a fire, A Safe Refuge Area Manager is appropriate, but the current annex make no mention of this position requirement, which could result in miscounting of evacuees, especially those vulnerable populations such as with Access and Functional Needs.

To address this concern about response performance, Aanko will evaluate each Annex's response reliability as part of our plan review efforts. This assessment will be based on the regional and OA nature of the system of response organizations, capabilities, and resources and the factors that shape how well it responds, using each annex's CONOPS as the foundation for this evaluation (e.g., a City Evacuation Annex cannot be effective, if it relies upon a Los Angeles County Debris Management Annex that is ineffective to enable critical evacuation routes to be opened to the north along the Pacific Coast Highway toward Oxnard). This will then translate into qualified, validated City annexes that can be used effectively during emergency response.

Aanko will develop the annexes with appropriate tasks, checklists, references and other resources necessary for City Staff and aligned Los Angeles County contracted first responders to fulfill their duties under the plan and annexes. It is expected and assumed that the Los Angeles OA has completed the Debris Removal, Potable Water, Flood/Levee; Public Works Mutual Aid and DPH Mass Vaccination annexes

SCOPE OF WORK

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(for the Pandemic Annex) and that these annexes will be made available to Aanko immediately upon contract execution to begin City annex development.

Aanko will include conversations with all tasked entities within the City of Malibu according to the City Organization Chart, and appropriate "Whole Community" stakeholders as identified in coordination with the City of Malibu Project Manager.

The new document will be an "All Hazards" EOP with supporting annexes that is inclusive of the following content as requested by the City:

- Identifies a Concept of Operations
- Describes who does what under which circumstances
- Describes resources available to respond to a significant emergency and mechanism for those impacted to obtain the use of those resources
- Describes the demographics of the City community covered by the plan
- Identifies the geography of the area covered by the plan
- Provides a Hazard and Risk Assessment consistent with the Local or Multi-Jurisdictional Hazard Mitigation Plan
- Includes the role of local governments, their departments and staff
- Describes how the City will coordinate responses with related regional or state agencies
- Provide an outline for regular training and exercises



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- Includes an Emergency Management Organization, consistent with SEMS, NIMS and the NRF, but reflecting local resources that provide Direction and Control
- Is inclusive of roles and responsibilities of all emergency teams and stakeholders
- Integrates procedures for Alert, Notifications, and Communication for City staff, consumers and stakeholders
- Identifies the role of the private sector, including non-profit organizations, local businesses, the public and other constituencies consistent with CalOES and FEMA policies under the "Whole Community" approach
- Provides for Multi-Agency Coordination and Procedures
- Expands the Infrastructure and Facilities section to include more information about critical utility infrastructure and potential vulnerabilities
- Creates a section on whole community considerations, including, but not limited to, the needs of people with access and functional needs, the unhoused, day workers, and domestic help
- Includes Annexes, Resources, and EOC Checklists necessary to implement the EOP to ensure its most effective execution by persons who may not have emergency management as their primary daily role
- Creates a new Appendix that outlines community resources
- Updates two existing Annexes – Donation Management and Evacuation
- Creates three new Annexes for Active Shooter, Pandemic and Extended Infrastructure Disruption

Task 2 Deliverables:

- Updated City EOP
- Updated City Annexes for Donation Management and Evacuation
- New City Annexes for Active Shooter, Pandemic and Extended Infrastructure Disruption

SCOPE OF WORK

PROJECT SCHEDULE

| Task ID | Activity | Start | End |
|--|---|-----------------|-----------------|
| Task 1 | Task Management and Coordination | 02/27/23 | 09/30/23 |
| 1B | Kickoff Meeting | 02/27/23 | 02/27/23 |
| 1C | Public Meetings | 02/27/23 | 03/15/23 |
| 1D | Stakeholder Interviews | 02/27/23 | 03/15/23 |
| 1E | Data Analysis | 03/10/23 | 03/20/23 |
| 1F | Bimonthly Reports | 02/27/23 | 09/30/23 |
| Task 2 | Subtask 1 - Emergency Operations Plan (EOP) | 03/10/23 | 09/30/23 |
| 2A | Review Documents (Authorities, EOP's, SOP's, MOU's, etc.) | 03/20/23 | 04/20/23 |
| 2B | Other Plan Reviews (LAOA EOP, etc.) | 03/20/23 | 04/20/23 |
| 2C | Inventory Capability Elements Within Existing Plans | 03/20/23 | 04/20/23 |
| 2D | Review Existing and Recommended (New) Protocols, Processes And Procedures | 03/20/23 | 04/20/23 |
| 2E | Develop Draft EOP | 04/20/23 | 05/19/23 |
| 2F | Submit Draft EOP for stakeholder review | 05/22/23 | 06/15/23 |
| 2G | Revise Draft EOP from comments | 06/15/23 | 07/14/23 |
| 2H | Submit Final EOP to City of Malibu Project Manager for Validation | 07/17/23 | 09/15/23 |
| 2I | Gain Task Acceptance and Verify Task Closeout | 09/15/23 | 09/15/23 |
| Task 2 | Subtask 2 - Develop EOP Annexes | 03/20/23 | 07/15/23 |
| 2J | Review County Annexes | 03/20/23 | 03/30/23 |
| 2K | Analyze Annex Cross Cutting Interdependencies | 03/30/23 | 04/10/23 |
| 2L | Develop Draft EOP Annexes | 04/10/23 | 05/19/23 |
| 2M | Submit Draft EOP Annexes for Stakeholder Review | 05/22/23 | 06/15/23 |
| 2N | Revise Draft EOP Annexes from Comments | 06/15/23 | 07/14/23 |
| 2O | Submit Final EOP Annexes to City of Malibu Project Manager for Validation | 07/17/23 | 09/15/23 |
| 2P | Gain Task Acceptance and Verify Task Close Out | 09/15/23 | 09/15/23 |
| Note: The 2-month validation and acceptance of the EOP and Annexes includes City Council approval and acceptance proclamation in accordance with City of Malibu Code, Title 2, Section 2.52. | | | |

RATE PROPOSAL

HOURLY RATES AND PROJECT FEES



| Task 1 - Project Management, Coordination and Expectation | Name | Rate | Hours | Total |
|--|----------------------------|-------------|--------------|-----------------|
| Senior Project Manager | Steve Longoria | \$195 | 70 | \$13,650 |
| Security / Emergency Management Analyst | Mike Mello | \$180 | 14 | \$2,520 |
| Emergency Management Analyst | Dan Voreyer | \$180 | 14 | \$2,520 |
| Emergency Management Analyst | Steve Blanc | \$180 | 14 | \$2,520 |
| | | | | |
| | Total Hours | | 112 | |
| | Total Not To Exceed | | | \$21,210 |
| Task 2 - Integrated Emergency Plan Update | | | | |
| Senior Project Manager | Steve Longoria | \$195 | 100 | \$19,500 |
| Emergency Management Analyst | Mike Mello | \$180 | 100 | \$18,000 |
| Emergency Management Analyst | Dan Voreyer | \$180 | 80 | \$14,400 |
| Emergency Management Analyst | Steve Blanc | \$180 | 80 | \$14,400 |
| | | | | |
| | Total Hours | | 360 | |
| | Total Not to Exceed | | | \$66,300 |
| | | | | |
| | Total Project | | | \$87,510 |

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