



# ROCKEYE CONSULTING, LLC



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**1936 CARLOTA DRIVE, CONCORD, CA 94519**



Rockeye Consulting, LLC  
1439 W. Chapman Ave, Suite #68  
Orange CA 92868

Dear Dr. Clark,

We are pleased to submit our proposal to Mt. Diablo Unified School District. The goal of Rockeye Consulting, LLC (“Rockeye”) is to ensure the safety, security, and business continuity of all our client’s employees, executives, and business stakeholders. Through a series of customized workshops your employees, executives, and others will be trained in various areas of emergency readiness from natural disasters to active shooters. Our team of experts brings a myriad of ideas, backgrounds and experiences to share with your company.

With direction from John Ortega, Rockeye’s Principal Partner, who’s extensive experience in law enforcement, and intensive training from the Department of Homeland Security, Federal Bureau of Investigations, New Mexico Tech, and Peace Officer Standard and Training (P.O.S.T.) your school district can be assured that it is receiving the pinnacle of services and training available nationwide. Additionally, our Department of Homeland Security Instructors allow our company to train employees in the Incident Command System (ICS), threat management, mitigation, and planning amongst other trainings.

With our current management experience and professional education, Rockeye believes we will provide you with the most valuable Covid 19 guidelines, risk management, and daily operation Consulting.

We look forward to the opportunity to work with you.

Thank you,

John Ortega,  
Principal Partner  
Rockeye Consulting, LLC



## Company

Rockeye Consulting, LLC (formerly Emergency Preparedness Group), is a leading California based safety-consulting firm specializing in strategic safety & emergency/crisis preparedness, safety assessments, and training solutions for the education, government and business communities. We work with those communities to ensure accountability and the highest level of safety.

Our safety services are directed by John Ortega who has over twenty years of executive law enforcement experience, and is a graduate of the FBI National Academy at Quantico, Virginia. He is one of the nation's leading experts on providing expert safety analysis. Additionally, John has an extensive background in Emergency Preparedness through the U.S. Department of Homeland Security, and Rockeye's panel of experts brings a host of varied credentials that include:

### United States Department of Homeland Security Center for Domestic Preparedness Training:



- WMD Standardized Awareness Train-the-Trainer
- Emergency Responder Hazardous Materials Technician Course (HAZMAT)
- FBI Psychosocial Behavior and Mindset of Violent Street and Prison Gangs
- FBI Understanding Terrorism-Mind-set, Methodologies, and Government's Response
- Homeland Security Exercise and Evaluation Program Trained (HSEEP)
- Department of Homeland Security Instructor
- New Mexico Tech Incident Response to Terrorist Bombings (IRTB)
- Member InfraGuard Infrastructure with FBI Los Angeles

## **FEMA**

### EPG only employs the highest trained law enforcement & emergency services instructors from:



- Federal Emergency Management Administration (FEMA)
- California Commission on Peace Officer Standards and Training (POST)
- Department of Homeland Security (DHS)
- California Department of Justice (DOJ)
- California Office of Statewide Health Planning and Development (OSHPD)
- California Department of Forestry and Fire Prevention (CALFIRE)





## **Our Goals**

It is the belief of Rockeye Consulting that all those who attend, are employed, do business with, or visit your districts schools and facilities should have the utmost security & safety while they are in the workplace and where they spend the majority of their day.

Our job is to ensure that your schools are ready for any and all emergencies. Therefore it is imperative for your organization to be thorough in all four phases of Emergency Management.

- Prevention / Mitigation
- Preparation
- Response
- Recovery

Rockeye Consulting prides itself in providing you with the best emergency management plan(s) which will protect your schools by preparing you and them for any unexpected crisis, disaster, or disruption to your day-to-day operations. Our consulting services include expert hands-on training that provides your organization with step-by-step instruction on how to implement your safety plans in real life scenarios.

### **Business & Education, which includes: K-12, College and University:**

- Safety Vulnerability Assessments (SVAs)
- COVID Oversight & Compliance, Testing, Protocols & Procedures
- Video Surveillance Assessments (VSAs)
- Comprehensive School Safety Plans (CSSP) Inspection & Revision
- Emergency Operation Plans (EOP)
- Incident Command System (ICS) Training
- Emergency Operations Center (EOC) development, training, and drills
- Emergency Flip Charts & Crisis Response Box
- Employee training and drills
- Active Shooter Training and Drills (Employees)
- Cyber Bullying / Bullying intervention training (Parents)
- Community Emergency Response Team (C.E.R.T.) training
- Risk Management and Facility Operations
- Internet Crimes and Prevention (Employees & Parents)
- Campus Safety Officer / Security Training (Employee)





## CONTRACT

1. **Parties to the Contract:** This Agreement for Consulting Services (“Agreement”) is between Mt. Diablo Unified School District (“Client”) and Rockeye Consulting, LLC (“Consultant”), for the purpose of setting forth the terms under which Consultant will perform Emergency Preparedness services to Client.

2. **Term of Contract:** The duties and obligations of the Consultant and the Client shall commence on January 3, 2022 thru May 30, 2022.

### 3. **Scope of Work:**

1. Provide in district professional consulting services consisting of the following:
  - a. Update or develop a Comprehensive School Safety & Emergency Operation Plan for each designated district facility per SB187 (55 sites) All electronic material included.
  - b. Provide a physical assessment of each property to ensure current Fire Evacuation plans are aligned with the California Division of State Architect (DSA) designed routes.
  - c. Reconstruct current building/ property emergency maps using the Bluebeam® software technology. This will allow the district to align with current DSA protocols for plan submittal on any future alterations to maps.
  - d. Maps will include:
    1. Aerial overview of property to scale
    2. Exterior and interior building layouts, room numbers, etc.
    3. Features and objects will be layered identifying key components for emergency or disaster operations.
    4. Evacuation Routes
    5. Disaster / Emergency Assembly areas
    6. Disaster bins/containers, with photos
    7. Emergency utility shut-offs/ with photos depicting how to shut-off utility
    8. Emergency Operations Center (EOC) locations
    9. Command Post (as applicable) locations
    10. Fire Extinguisher locations
    11. Emergency Eye-Wash Stations
    12. First-Aid / Triage Area(s)
    13. Ambulatory access location(s)
    14. Student Reunification gates/areas
    15. Alternate reunification locations, e.g. nearby schools, parks, churches, community centers

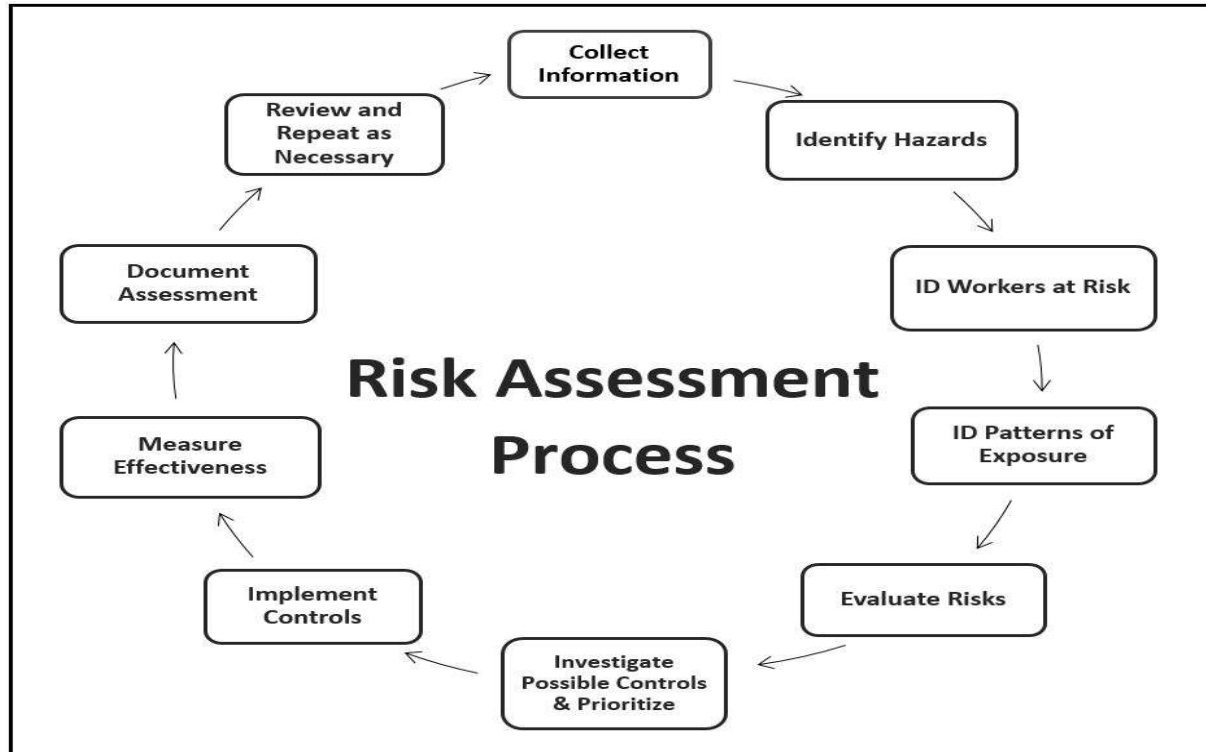


**Scope of Work for Comprehensive School Safety Plans (Cont'd) :**

2. Assist school district office executive team in developing an Emergency Operation Center (EOC) at a designated facility.
3. Meet with each site to develop or updated the comprehensive school safety plan.
4. Complete Emergency Operation Center (EOC) training for the district office administrative personnel (1 day training, 5 hours) All electronic materials included.
5. Provide Incident Command System (ICS 402) for Senior Executives and Management (All electronic materials included)
6. Provide training to each designated facility to include: Federal Emergency Management Administration (FEMA) School Emergency Response Team, and Incident Command System (ICS-100) Course (1-2 days of training, 3 hours each day) (All electronic materials included)



# SAMPLE RISK ASSESSMENT



Updated Site Maps. Provide Principals and staff a site map with social distancing strategies mapped out.

## 5 Site Plan Maps

EXAMPLE ONLY

	Classrooms, CR
PK	Preschool
TK	Transitional Kindergarten
K	Kindergarten
CB	Classroom
RSPT	Resource Specialist
SDC	Special Day Class
OT/PT	Occupational Therapy/Physical Therapy
DHHS	Deaf or Hard of Hearing
VAC	Vacant
Specialty Spaces	
COMP	Computer Lab
STEAM	Science/Tech/Engineering/Art/Math
VAPA	Visual Arts/Performing Arts
Shared Spaces	
MPR	Main Purpose Room
LIB	Library
Admin / Faculty	
FW	Faculty Work
FL	Faculty Lounge
WG	Workroom
OFF	Office
N	Nurse
PSY	Psychologist
ISV	Instructional Support
IS	Instruction
CONF	Conference Room
COIN	Coordinator
PTA	Parent Teacher Association
Support Spaces	
CDC	Child Development Center
ASES	After School Education & Safety
S	Storage
T	Utility
U	Utility
C	Cathedral
KIT	Kitchen
PC	Portable Classroom
☆	Main Entry
→	Drop Off

Existing Enrollment:		511
Teaching Stations:		
Preschool, PK		0
Transitional Kinder, TK		1
Kindergarten, K		2
1 <sup>st</sup> -3 <sup>rd</sup> Grade		7
4 <sup>th</sup> -5 <sup>th</sup> Grade		7
STEAM Lab		1
VAPA		1
Computer Lab		0
SDC		0
RSP		1
Other classes		1
<b>Grand Total:</b>		<b>25</b>

RE-ENTRY PLAN LEGEND

- ★ Single Point Entry
- Bus Drop Off
- Parent Drop Off
- Hand Washing Stations
- ⇄ Food Speed Line
- Outdoor Learning Tent
- F&E Storage Container
- ✚ Isolation Holding Area

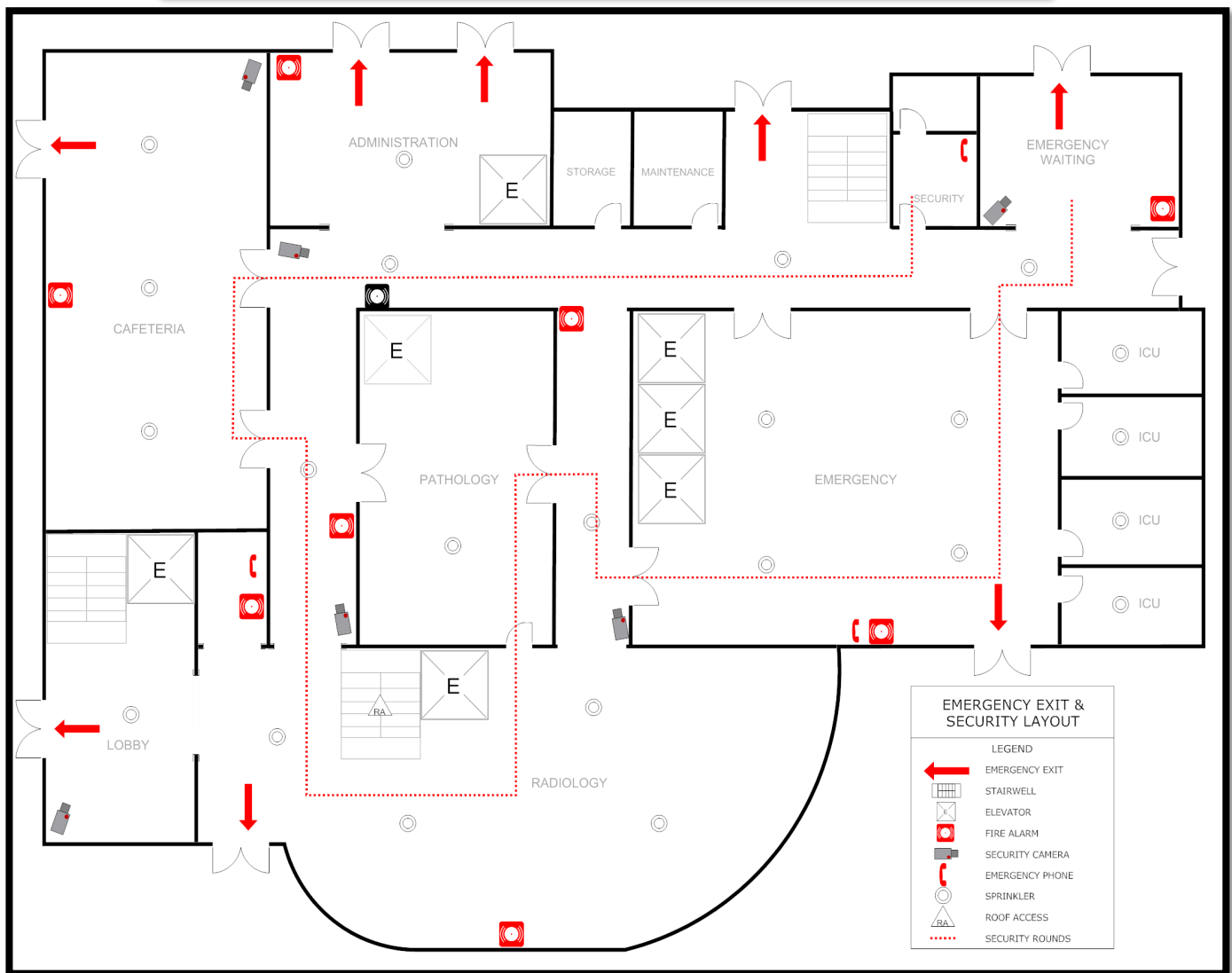




## 2. Conduct Interior Facility Emergency / Disaster Evacuation Route(s) Assessments and Evaluations:

Emergency / Disaster Route(s) assessments and evaluations are an in-depth analysis of your facilities current evacuation process and infrastructure to determine the best routes available to all students, employees, customers, and visitors. The objective of the assessments are to create the highest level of facility evacuation that mitigates vulnerabilities to threats, natural disasters, and other critical incidents and limit or prevent potential consequences, thereby reducing risk, increasing readiness, and saving lives. (Example)

### Emergency / Disaster Route Assessments





#### **4. Payment for services:**

Estimates for client services are on a case-by-case base. Rockeye Consulting LLC. provides estimates on a per-employee / facility population fee. Client shall pay Consultant in accordance with the following fee schedule:

##### **Scope of Work:**

Based on Scope of work 1-5 for all 55 district sites: Client shall pay Consultant in accordance with the following fee schedule, and includes all travel expenses with electronic materials:

- Provide and update a Comprehensive School Safety & Emergency Operation Plan for each designated district facility for a fee of \$ 199,375.00 from January 3, 2022 thru May 30, 2022.

#### **Contract and Signature Pages:**

##### **1. Confidentiality**

In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information, which the Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to



Client's reputation, employment record and the like, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge to anyone other than appropriate Client personnel or their designees.

This obligation is specifically qualified and limited by the understanding that Consultant will not have any obligation or liability of any kind with respect to any PROPRIETARY INFORMATION which:

- a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Consultant;
- b) becomes known to the Consultant through disclosure by sources other than Client having the legal right to disclose such PROPRIETARY INFORMATION; or
- c) Is required to be disclosed by the Consultant to comply with applicable laws or government regulations, PROVIDED THAT the Consultant provides prior written notice of such disclosure to Client and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

## **2. Independent Contractor**

It is the express intent of the parties that Contractor shall be an independent contractor and neither it nor its employees shall be deemed to be employees, agents, joint venturers or partners of Client and shall not identify itself as such. Client shall have no obligation to pay employment taxes or provide benefits to any employee of Contractor.

## **3. Disclaimer**

Client agrees and understands that nothing in the Agreement shall constitute a promise or warranty by Consultant. Client understands and acknowledges that it is seeking/obtaining Consultant's advice and/or opinions only in an advisory capacity. The opinions expressed by Consultant are solely intended to provide Client with additional information to assist Client in its goal of achieving successful outcomes in Emergency Preparedness.

## **4. Indemnification**

Unless due to the negligence or willful misconduct of Consultant, Client agrees to indemnify and hold harmless Consultant and its agents from any claim or action of any kind or type brought by any person or entity arising out of or related to the services provided by Consultant pursuant to this Agreement

## **5. Right to Terminate**

Both parties have the right to terminate this contract upon thirty (30) days written notice. Except that, Consultant has the right to terminate this contract, without providing written notice in the event that the Client fails to remit payment for services rendered within thirty (30) days after the first of the month when payment was due.

## **6. Notice**

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly delivered to the appropriate party at the address set forth below:





- Notices to the Consultant: **1439 W. Chapman Avenue, Orange, CA. 92868, Suite #68**
- Notices to the Client: **1936 Carlotta Drive, Concord, CA 94519**

## 7. Miscellaneous

- (a) Entire Agreement. This Agreement (including any exhibits) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.
- (b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.
- (c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of the Agreement shall be binding unless it is in writing and signed by both Consultant and Client and dates subsequent to the date hereof. Performance of work by Consultant and/or acceptance of payment by Consultant for work performed and/or work to be performed for Client beyond the scope of this Agreement does not constitute acceptance by the Consultant of amendments or modifications to this Agreement nor shall they be binding.
- (d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.
- (e) Successors and Assigns. This Agreement shall be binding upon and inure of the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.
- (f) Compliance Provision. Both Client and Consultant will comply with all federal, state and local laws, regulations, and ordinances, pertaining to this Agreement
- (g) Dispute Resolution. In an effort to resolve any conflicts that arise during the term of this Agreement, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to non-binding mediation, or if mutually agreed to in writing, to binding arbitration, with each party to pay one-half of the cost of the arbitration or mediation, unless the parties mutually, in writing, agree otherwise.
- (h) Interest Clause. In the event that any amount owed to Rockeye is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30-day month, or the maximum amount permitted by applicable law, whichever is lower.



(i) Governing Law. The laws of the State of California shall govern this Agreement.

This agreement shall be binding on the parties hereto and shall be governed under the laws of the State of California in the County of Orange and any applicable Federal Law.

Rockeye Consulting, LLC Federal Tax ID: # 86-1731220

Client Name: **Mt. Diablo Unified School District**

Print Signature Name: Adam Clark Ed.D. Superintendent

By Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant Name: **Rockeye Consulting, LLC**

Print Signature Name: John Ortega, Principal Partner

By Signature: \_\_\_\_\_ Date \_\_\_\_\_