

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** August 2, 2022

**To:** Honorable City Councilmembers

**From:** Ad Hoc Fire Committee

**Subject:** Mayor Slayter, Councilmember Rich, City Manager/Attorney McLaughlin, Assistant City Manager/City Clerk Gourley, Fire Chief Braga

**Recommendation :** Award of Contract to Matrix Consulting for Fire and Emergency Service Delivery Study in the amount of \$47,500 and Approval of Resolution for Budget Amendment of \$7,500. That the Mayor and City Council Approve the Award of Contract and Budget Resolution for Amendment to the Budget

**Funding:** Currently Budgeted:  Yes  No  N/A  
 Net General Fund Cost: N/A  
 Amount: \$

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

See Fiscal Impact Section Below

\*\$40,000 is approved in the current FY 22-23 Budget. The balance of the contract is being requested for an additional \$7,500 budget increase.

Account No. 100-31-02-4210

**INTRODUCTION/PURPOSE:**

This item is to request that the City Council Approve the Award of Contract to Matrix Consulting for Fire and Emergency Service Delivery Study in the amount of \$47,500 and Approval of Resolution for Budget Amendment of \$7,500.

**BACKGROUND:**

The Ad Hoc Fire Committee was tasked with accomplishing due diligence and making recommendations to the Council towards meeting the long term needs of the Sebastopol Fire Department and the planning of the future of the department to ensure adequate and appropriate delivery of Fire services to the Sebastopol community. The Ad Hoc Fire Committee has identified many important areas of study including, but not limited to; questions of department management, budget and funding, personnel recruitment, equipment and apparatus replacement, and buildings and facilities.

As part of the duties of this Committee, the Committee conducted in-depth meetings and analysis based on the topics listed below:

- Current Fire Department Budget and review of current funding to include stipend pay as well as projected funding to reach a level of a staffed 24/7 department within a five year timeframe
- Restructuring of Fire Department as full time (Staffed by Employees) Fire Department (Municipal Department)
- Sales or Parcel Tax Measure to fund full time (Staffed by Employees) Fire Department (Municipal Department)
- Sales or Parcel Tax Measure to fund full time/volunteer department (Municipal Department)
- Consolidation with Another Fire Department (positive or negative impact)

- Discussion with outside agencies to include LAFCO, County, other Fire Departments
- Processes for a possible consolidation and related costs
- Funding to obtain outside counsel/consultants to review budgetary items if support for consolidation
- Funding for financial advisory to create five year projected forecast of Fire Department
- Debt financing information for long-term capital projects or equipment items

As community needs change, public expectations for a more comprehensive fire service grow. The funding resources for our City Fire Department are not increasing at a rate equal to the increase in costs for this department including vehicles, apparatus, staffing, and station improvements and repairs. The municipal budget is constrained and there are many unmet needs City-wide. As previously discussed with the City Council and public, with the announced retirement of longtime Fire Chief Bill Braga, the City is at a crossroads with respect to the future operation of its Fire Department. Based on the information collected during an in-depth process, the Ad Hoc Fire Committee provided a detailed report to the City Council at the May 17, 2022 City Council Meeting (Exhibit A) as well as a Handout responding to questions received (Exhibit B). At this meeting, the City Council directed the Fire Committee to seek an outside consultant to help inform the Council's decision about the best way to ensure future service and financial stability for Sebastopol fire services.

The first step in that process was publishing a Request for Proposals (RFP), which is a document that broadly explained the desired services, allowed potential consultants to introduce themselves to the committee, and provide an opportunity for experts in the field to describe their processes, methods and reporting standards.

The Ad Hoc Fire Committee distributed the Request for Proposals for Fire and Emergency Service Delivery (Exhibit C) on June 8, 2022. The Committee proactively contacted other cities that have done similar RFPs to obtain names of potential consultants, ensuring that the RFP was distributed widely to consultants experienced with fire service delivery. The deadline for submittal of proposals was July 5, 2022 and two proposals were received.

The independent nature of any potential consultant was of particular concern to the Ad Hoc Committee; the analysis must be accomplished with full independence and lack of bias. It is noted that no member of the Ad Hoc Fire Committee has any personal or professional relationship or conflict of interest with consultants who were sent the RFP or with consultants who submitted a proposal in response to the RFP.

The RFP primarily focused on comparing the benefits and limitations of two options: (1) a City maintained and funded municipal Fire Department, and (2) consolidation with Gold Ridge Fire Protection District. It was also stated that the City expected any qualified consultant to also briefly explore other methods of fire service delivery (JPA, contract for services, etc.), although those were not the focus of the RFP.

### **DISCUSSION**

As of the deadline of July 5th, 2022, the City received two responsive proposals:

- Matrix Consulting (\$47,500)
- AP Triton (\$47,376)

Copies of both proposals are included with this report (Exhibit D).

The Ad Hoc Fire Committee reviewed both proposals, found both were responsive to the RFP, and conducted interviews with each potential consultant.

Key to the Ad Hoc Committee's recommendation is the method employed for data collection and community outreach.

Important stakeholders from the Ad Hoc Committee's perspective include:

- Fire Department Volunteers

- City Staff
- City Council
- Community Groups including but not limited to the Chamber of Commerce, Service Clubs, the Downtown Association, etc.
- The general Sebastopol community

The Ad Hoc Committee focused questions on the following factors, in order to identify the proposal that best addressed the City's identified need to obtain a well-researched and well-founded report and recommendations on Sebastopol's options for ensuring future service and financial stability for Sebastopol fire services.

- Factors indicating ability to provide independent and unbiased recommendations.
- Depth of expertise in general and for the team assigned to Sebastopol.
- Reliance on a fact-driven process.
- Commitment to meaningful engagement with stakeholders.
- Deliverables.
- Timetable.
- Time, resources, and documents or data required of City staff.
- All-inclusive nature of proposed contract amount.
- Format of the final report and need for clear and concise recommendations supported by facts with the benefits and limitations of any recommendation thoroughly explained.
- Understanding of the importance of the following considerations in assessing future fire and emergency services in Sebastopol:
  - Efficiency and effectiveness.
  - Enhanced or expanded services and supervision/training.
  - Avoidance of unnecessary costs.
  - Standardization of services and programs.

Result of Ad Hoc Fire Committee Interviews:

The Ad Hoc Fire Committee interviewed both Consultants submitting proposals, focusing on detailed questions related to the requests in the RFP and the concerns outlined above in this Staff Report. The City also requested additional information from each proposer for review, such as similar studies conducted that align with the City of Sebastopol for areas of: consolidation, contracting/JPAs, or maintaining the status quo.

Based upon the interviews and information provided, the Ad Hoc Fire Committee is recommending the award of Contract to Matrix Consulting in an amount of \$47,500.00 (Please see financial analysis below). The information and answers provided by Matrix establish that they will:

- Provide independent and unbiased recommendations.
- Have the needed depth of expertise in general and for the team assigned to Sebastopol.
- Will rely on a fact-driven process.
- Will do what's necessary to ensure meaningful engagement with stakeholders.
- Are clear on their deliverables.
- Have a reliable timetable that (1) will allow them to start work immediately upon approval of a contract (immediately after August 2 if the City Council approves the contract on August 2), (2) is workable for City Staff, and (3) provides a reasonable projection of late November or early December for a final report.
- Will take on the "heavy lifting" required of this contract, and will be cognizant of the need to limit the time, resources, and documents or data collection required of City staff.
- Is offering an all-inclusive contract that will not require additional funds from the City to complete the steps needed to provide a full and complete report and recommendations within the scope of work. Specifically, they will not require additional funds for surveys, a Town Hall (if needed), or similar items.

- Will provide a final report that is full and complete and provides clear and concise recommendations supported by facts with the benefits and limitations of any recommendation thoroughly explained.
- Understands the importance of the following considerations in assessing future fire and emergency services in Sebastopol:
  - Efficiency and effectiveness.
  - Enhanced or expanded services and supervision/training.
  - Avoidance of unnecessary costs.
  - Standardization of services and programs.

The City has requested and received references for Matrix Consulting. Those references were provided; however, those have not been finalized as of the writing of this report. The Committee will provide a synopsis of the reference checks at the August 2, 2022 City Council meeting.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the “Public Comment” portion of the City Council discussion of this item.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

**FISCAL IMPACT:**

The FY 22-23 City Adopted Budget allocates approved funding for \$40,000 for the Fire Consultant. The cost of the contract amount exceeded the allocation, therefore, the residual of \$7,500 is being requested for a budget increase in account number 100-31-02-4210.

In review of the proposals and during the interview, it was determined that both proposals would need additional funding to meet the deliverables of the RFP. Although it was not spelled out specifically, during the interview process it became clear that the proposal (from AP Triton) that is not recommended for award of contract, would require funding for additional add-on services such as surveys, outreach, and other items that the Matrix proposal would include at no additional cost. Matrix has assured the City that the scope of work/deliverables can be accomplished with the budget of \$47,500. This flat fee contractual offer, with no add-ons, made the Matrix contract more valuable to the City, from the Ad Hoc Committee’s perspective, than the slightly lower \$47,376 contract submitted by AP Triton, which would definitely require negotiation of additional charges. As a result of the interviews and information provided on funding, the Ad Hoc Fire Committee is recommending providing the additional \$7,500 funding and awarding the contract to Matrix Consulting.


**RECOMMENDATION**

Based on the work of the Ad Hoc Fire Committee, the recommendation is that the City Approve the Award of Contract to Matrix Consulting for Fire and Emergency Service Delivery Study in the amount of \$47,500 and Approval of Resolution for Budget Amendment of \$7,500.

**Attachments:**

- |           |   |
|-----------|---|
| Exhibit A | May 17, 2022 City Council Agenda Item Report                |
| Exhibit B | Response to Questions Received by the Ad Hoc Fire Committee |
| Exhibit C | Request for Proposals                                       |
| Exhibit D | Proposals<br>(Matrix)                                       |

Exhibit E (AP Triton)  
Award of Contract  
Exhibit F Resolution for Budget Amendment

Agenda Report Reviewed by:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** May 17, 2022 Revised to Correct Date  
**To:** Honorable City Councilmembers  
**From:** Ad Hoc Fire Committee  
**Subject:** Fire Committee Report Out and Request for Direction to Committee  
**Recommendation :** That the Mayor and City Council Receive the report and Provide Direction to Staff  
**Funding:** Currently Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A  
Net General Fund Cost: N/A  
Amount: \$

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)  
See Fiscal Impact Section Below

**INTRODUCTION/PURPOSE:**

This item is to request that the City Council Receive the report and Provide Direction to Staff on items contained below. It should be noted that these items are not all inclusive.

**BACKGROUND:**

With the announced retirement of longtime Fire Chief Bill Braga, the City is at a crossroads with respect to the future operation of its Fire Department. If the Chief is to be replaced, that recruitment process should begin immediately and would necessitate a long-term commitment to the person selected, and a commitment to continue with a Municipal Fire Department.

The City Council’s Fire Ad Hoc Committee (Mayor Slayter, Councilmember Rich, and Staff) has studied the matter, including meetings with the Fire Chief, Sebastopol Fire Department volunteers, Sonoma County LAFCO Executive Officer Mark Bramfitt, and the Chiefs of the Sonoma County Fire District (Mark Heine) and the Gold Ridge Fire Protection District (Shepley Schroth-Cary). Many options were considered towards the ultimate goal of reaching 24/7 staffing within the next five years, including; maintaining a municipal Fire Department; consolidation with a neighboring fire protection district; forming a Joint Powers Agreement (JPA); and, contracting with another fire district.

**DISCUSSION**

The preservation of life and property is an inherent responsibility of all levels of government. Since disasters in many devastating forms may strike at any time, the City of Sebastopol must provide safeguards that will save lives and minimize property damage through prior planning, preparedness measures and training. In an effort to be prepared for these disasters, we must analyze provision of emergency services from the City as a whole, as well as provision from individual departments, including the Fire Department. In a community-wide emergency situation, all City departments will play important roles, but none is as important as the immediate emergency response of Fire personnel.

The Sebastopol Fire Department is currently staffed by a full time (40 hour) Fire Chief, one full time (40 hour) Fire Engineer, one half time administrative support employee (shared with Building to make a full time, 40 hour, position) but is otherwise a volunteer fire department, as has been the case since inception in 1902. The current

staffing and delivery system provides acceptable response time standards and meets the mission of providing fire and emergency response services by maintaining a well-trained, well equipped volunteer force. The volunteers of the Sebastopol Fire Department have provided one of the highest forms of community service, responding to fires, emergencies, medical calls, and natural disasters such as floods and fires. Nothing beats the sense of fulfillment that comes from doing an important job well while helping the community and this is what the volunteers do. However, it is becoming increasingly challenging to maintain this model for the foreseeable future.

The Ad Hoc Fire Committee was tasked with accomplishing due diligence and making recommendations to the Council towards meeting the long term needs of the Sebastopol Fire Department and the planning of the future of the department, funding, personnel recruitment, and building and maintaining leadership for our community.

As part of the duties of this Committee, the Committee conducted in-depth meetings and analysis based on the topics listed below:

- Current Fire Department Budget and review of current funding to include stipend pay as well as projected funding to reach a level of a staffed 24/7 department within a five year timeframe
- Restructuring of Fire Department as full time (Staffed by Employees) Fire Department (Municipal Department)
- Sales or Parcel Tax Measure to fund full time (Staffed by Employees) Fire Department (Municipal Department)
- Sales or Parcel Tax Measure to fund full time/volunteer department (Municipal Department)
- Consolidation with Another Fire Department (positive or negative impact)
- Discussion with outside agencies to include LAFCO, County, other Fire Departments
- Discussion with County about supporting / not supporting consolidation
- Processes for consolidation/costs
- Funding to obtain outside counsel/consultants to review budgetary items if support for consolidation
- Funding for financial advisory to create five year projected forecast of Fire Department
- Debt financing information for long-term capital projects or equipment items

As community needs change, public expectations for a more comprehensive fire service grow. The funding resources for our City Fire Department are not increasing at a rate equal to the increase in costs for this department including vehicles, apparatus, staffing, and station improvements and repairs. The municipal budget is constrained and there are many unmet needs, City-wide.

Based on the information collected during this in-depth process, the Ad Hoc Fire Committee is recommending that the City begin the consolidation process immediately.

#### Advantages and Disadvantages

There are a number of advantages to the City through consolidation, including immediate access to the full equipment and personnel of a larger District. Better allocation of resources means better service and faster response times, plus immediate 24/7 coverage for the residents of Sebastopol.

The benefit of consolidation is shared by both partners: operational and managerial efficiencies would be achieved; new opportunities for volunteer and paid staff will be provided; a consolidated training program will ensure that responders are effective and efficient; and, the addition of a 24/7 staffed engine company in Sebastopol will enhance the safety of the region and provide an increase in response time to fires, floods, medical emergencies, etc.

Consolidation offers flexibility in staffing which maintains and increases volunteer opportunities and participation as well as providing increased opportunities for career staff. Consolidation would provide a higher level of

service to meet the demands of increased tourism, new housing, and an aging population, thereby strengthening our community and providing depth to emergency response.

The Ad Hoc Fire Committee recognizes that consolidation will cause temporary disruption to the department, because consolidation necessarily involves change. But despite this challenge, the Ad Hoc Fire Committee feels consolidation is nonetheless essential to the future safety of the community. As will be explained below, the Ad Hoc Fire Committee's recommendation for a specific Fire District to consider for consolidation is based largely on its consideration of these potential disruptions. Selection of a Fire District that has an existing culture that values the contributions of volunteer fire fighters, and that has a history of familiarity, collaboration, and mutual aid with our local Fire District will be essential to a successful consolidation effort. These are strengths that we expect will make what has the potential to be an unsettling process move as smoothly as possible.

It's also worth noting that consolidation will not relieve the City of its budgeting obligations to the department. What is needed for the Sebastopol Fire Department to meet its commitment to our community is not "replacement" funding, but is instead an infusion of additional funding, coupled with an infusion of expertise and administrative infrastructure. Consolidation offers those benefits to the City of Sebastopol.

#### Process

Generally, the process to consolidate with an existing District is as follows (along with an estimated timeline): The District would seek a reorganization of its territory through a LAFCO process. First, the District seeking to merge with Sebastopol would seek to change its Sphere of Influence to include Sebastopol (3-4 months). Next, the District would file a Resolution of its Board (with a supporting Resolution of the City Council) to apply to LAFCO for the reorganization (5+ months to fully process).

The Application for Reorganization would need to include a Plan for Service outlining the details of serving the fire and emergency needs of Sebastopol. LAFCO must be convinced that the District has the staffing and equipment to adequately serve the City, and the District seeking the merger would also have to demonstrate that it will have sufficient revenues to provide these services for a minimum of five years.

Assuming LAFCO approves the Reorganization, a Protest Hearing would be conducted among Sebastopol landowners who would be subject to the merged District's Parcel Taxes. If 25% of the assessed valuation property owners say "no" there would need to be an election. If 50% disapprove at the election, the consolidation effort ends. It is rare for sufficient protest to be lodged to defeat a reorganization of this type. Since there many advantages to Sebastopol residents through consolidation, as outlined above, the Committee feels approval of consolidation is likely.

As a reference point, Sonoma County Fire District's current parcel tax is \$280 per parcel for residential landowners. Gold Ridge Fire Protection District's parcel tax for residential landowners is \$265. Parcel tax rates for commercial property owners are slightly different, and there are factors that increase the residential rates in some instances.

As indicated, the Reorganization process takes at least 5 months, therefore, the entire process would likely be accomplished within a year. During this year, the City and the District seeking to merge with Sebastopol would negotiate an agreement to provide support to the Sebastopol Fire District in the future, including ownership and responsibility for maintenance of the fire house, ownership of equipment, and continuing City financial support. This negotiation takes place on a parallel track to the reorganization process and is proposed to be accomplished through a City Council committee, culminating in a separate agreement between the City and the District.

Ultimately the most important outcome of consolidating agencies is that our community will receive the benefit of a sustainable, community minded, dedicated, and professional emergency response and consolidation will create the framework for delivery of sustainable fire and emergency services in Sebastopol.



Committee Findings

Over the past three years the Sebastopol Fire Department and The Gold Ridge Fire Protection District (hereinafter “GRFD” or “Gold Ridge Fire”) have had both formal and informal conversations regarding the merits of consolidating the two agencies, with recently more formal meetings with The Ad Hoc Fire Committee.

The Ad Hoc Fire Committee identified Gold Ridge Fire Protection District as the most appropriate potential consolidation partner.

Gold Ridge Fire has experienced leadership, management and administrative support with expertise in managing both a paid and volunteer work force, is geographically adjacent, has strong community support, and shares a similar culture.

A copy of Gold Ridge’s current profile is attached to this report to provide a summary description of Gold Ridge’s current services (Attachment 1).

Next Steps

The next steps required would be for Council discussion and direction for the following actions:

1. Support of a Contract with GRFD that includes continued City financial support of a consolidated fire district.
2. Support for an Interim Contract with Gold Ridge to provide the continuation of high quality fire services for our community during the period that the terms of the Consolidation is being negotiated with GRFD.
3. Creation of Ad Hoc Committee for Purpose of Negotiations Only. Items to discuss, but not be limited to, are:
  - a. Interim Contract with GRFD
  - b. Finances/Budgeting
  - c. Ownership of Fire Station
  - d. Maintenance of Building/Remodel
  - e. Vehicle Maintenance/Replacement
  - f. Staffing and service level
  - g. Education and outreach
  - h. Leadership/command staff
  - i. Impact on current volunteers/Employee
  - j. Board of Directors positions for the City
  - k. Retirement/PERS
  - l. Fire Marshall duties
  - m. Interim Chief
  - n. Station identity – branding, logos and name
4. Appointment of Two Councilmembers to this newly created Ad Hoc Committee (if creation of a committee is supported).
5. Authorization to begin the LAFCO Process at the same time negotiations are being discussed.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the “Public Comment” portion of the City Council discussion of this item.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended action tonight; however, it is proposed that the City would continue to contribute to the cost of providing fire protection in the City and that the Ad Hoc Committee would negotiate the initial amount which would be dictated by immediate and projected needs with a goal of creating a funding agreement provided to the full City Council that would be to provide consistency to the City budget process, while also meeting infrastructure, apparatus, and operational needs for adequate fire response.

**RECOMMENDATION**

Based on the work of the Ad Hoc Fire Committee, the recommendation is that the City begin the process to consolidate with the Gold Ridge Fire District. During the process as outlined above, and following the retirement of the Fire Chief at the end of this calendar year, in the interim have the Sebastopol Fire Department administered through a contract with the District to ensure the continuation of high quality of fire services to our community.

The Ad Hoc Fire Committee recommends Council accept the report and authorize the following:

1. Support of Contract for continued City support of the consolidated Fire District
2. Creation of Ad Hoc Committee for Purpose of Negotiations Only. Stated term of the new Ad Hoc Committee to be one year. Items to discuss, but not be limited to, are:
  - a. Interim Contract with GRFD
  - b. Finances/Budgeting
  - c. Ownership of Fire Station
  - d. Maintenance of Building/Remodel
  - e. Vehicle Maintenance/Replacement
  - f. Staffing and service level
  - g. Education and outreach
  - h. Leadership/command staff
  - i. Impact on current volunteers/Employee
  - j. Board of Directors positions for the City
  - k. Retirement/PERS
  - l. Fire Marshall duties
  - m. Interim Chief
  - n. Station identity – branding, logos and name
3. Authorization to begin the LAFCO Process at the same time negotiations are being discussed.

**Attachments:**

Gold Ridge Fire Protection District Memo



# **GOLD RIDGE FIRE PROTECTION DISTRICT**

Agenda Item Number: 7

4500 Hessel Road, Sebastopol, CA 95472  
Phone (707) 823-1084 · Fax (707) 829-1175 · www.goldridgefire.org

*Serving Hessel, Twin Hills, Freestone, & Rural Sebastopol  
Fire Chief Shepley Schroth-Cary*

## **MEMORANDUM**

To: Lawrence McLaughlin, City Manager - Sebastopol  
From: Shepley Schroth-Cary, Fire Chief - Gold Ridge Fire Protection District  
Date: May 6, 2022  
Subject: Discussions surrounding possible consolidation

Per your request I have compiled a summary of our discussions surrounding the possibility of consolidating Sebastopol Fire with Gold Ridge Fire Protection District. Over the past three years The Sebastopol Fire Department and our District have had both formal and informal conversations regarding the merits of consolidating the two agencies. During these conversations the benefits of consolidation have been made clear.

### **Operations**

Gold Ridge is a combination Fire District consisting of 12 full-time firefighters, 3 battalion chiefs, a fire chief, 3 administrators and approximately 50 volunteers. The full-time fire suppression staff at Gold Ridge works a 48 hour on-duty, 96 hour off-duty schedule covering three rotating shifts. Gold Ridge volunteers contribute to the organization in several important ways. They are available for response whenever needed, they fill stipend daytime and sleeper shifts, they staff engine companies during large wildland fire response, and provide station coverage. The volunteers are comprised of district residents and out of district members. The District recruits interns from the Junior College who make a year-long commitment to the organization. After their year-long internship, they have the option to become volunteers. Additionally, the District has an Explorer Post which continues to develop new volunteers.

### **Management**

Gold Ridge Fire Protection District will provide experienced leadership, management, and administrative support. Gold Ridge has 24-hour Battalion Chief coverage. The District has a history of successful management of a combination paid/volunteer fire district, balancing the needs of the community with the increasingly difficult challenge of recruitment and retention of volunteers. The District will provide fleet and facility management.

### **Governance**

The Gold Ridge Fire Protection District Board of Directors is comprised of seven Directors elected to four-year terms of office. The formation of the Board of Directors is pursuant to the provision of the California Health and Safety Code section 13842 and Government Code section 56886(n). The terms of four Directors expire in December of 2022, and the terms of three

## Revenue

Consolidation will provide a revenue source by overlaying the three special taxes that Gold Ridge Fire Protection District has in place generating roughly \$1.1 million dollars annually. The City of Sebastopol should continue to contribute to the cost of providing fire protection in the city. The City's funding contribution should be expressed as a fixed percentage of the City's annual revenue; therefore, it would fluctuate with the economic ups and downs. Thus, creating consistency and predictability to the City's budgeting process.

## Benefits of Consolidation

- An increased service level will be achieved by the addition of 24/7 staffing at the Sebastopol Station. The addition of staffing will be the most significant enhancement to public safety for the citizens of Sebastopol and the region as a whole.
- The proposed staffing model will include participation from volunteers.
- The inclusion of volunteers is important to ensure appropriate response depth when multiple resources are required i.e.: fires, traffic accidents, storm flood events, and multiple calls within the response area.
- The combining of the two agencies will act as a recruitment and retention tool providing more choices and opportunity for participation.
- A combined work force will strengthen specialized programs like water rescue, large animal rescue, and technical rescue.
- As one agency, immediate efficiencies will be achieved on a day-to-day operational level.
- New opportunities to volunteer and paid staff will be created.
- A consolidated training program will ensure that responders are effective and efficient.
- The benefits of the consolidation will be shared by both agencies.
- We will be better prepared for the challenges of the future.

Sebastopol Fire and Gold Ridge Fire Protection District have a long history and present working relationship. We look forward to formalizing a partnership. The path to consolidating our two agencies won't be easy. There will be a strong emotional response to the idea alone. Integrating two agencies that have a tremendous amount of pride and history will be difficult. The approach must be inclusive, allowing input from all. However, it is my opinion and collectively that of our board, that the benefits of consolidation far outweigh the challenges that might arise throughout the process.

Ultimately the most important outcome of consolidating our two agencies is that our community will receive the benefit of a sustainable, community minded, dedicated, and professional emergency response. While we look forward to next steps, we should always ask the question, how can we best serve the public?

**FROM: The Ad Hoc Fire Committee**

**FOR: May 17, 2022 Sebastopol City Council Meeting**

**SUBJECT: FAQ Related to Item #7: Recommendation of the Ad Hoc Fire Committee**

**1. Question: What is being recommended by the Ad Hoc Fire Committee?**

Answer: The Ad Hoc Fire Committee is recommending that the City Council begin the process to consolidate with Gold Ridge Fire Protection District (GRFPD). This includes: continued City financial support of a consolidated fire district; support for an Interim Contract with Gold Ridge to provide the continuation of high quality fire services for our community during the period that the terms of the Consolidation is being negotiated with GRFPD; creation of Ad Hoc Committee for purpose of negotiations only, appointment of two Councilmembers to this newly created Ad Hoc Committee (if creation of a committee is supported); and authorization to begin the LAFCO (Local Agency Formation Commission) process at the same time negotiations are being discussed.

**2. Question: Who is on the "Ad Hoc Fire Committee?"**

Answer: The current Committee (which has been in place since December of 2020) consists of two City Council appointed Liaisons: Mayor Patrick Slayter and Councilmember Diana Rich, plus City staff: City Manager Larry McLaughlin, Asst City Manager Mary Gourley, and Fire Chief Bill Braga.

**3. Question: Is this the first time the Ad Hoc Committee has reported on its activities?**

Answer: The Ad Hoc Fire Committee provided a progress report at the May 18, 2021 Council meeting. The full City Council approved continuing the process and directed the Ad Hoc Committee to consider all available options. The Committee informed the City Council that it expected its inquiry would be broad and would include the consideration of a variety of options, including among them continued operation of the fire department by the City and possible consolidation with another fire district. The Ad Hoc Committee then moved forward to investigate the options as directed by the Council.

**4. Question: Has the Fire Department been represented or involved in the meetings that have been held so far?**

Answer: Yes, the Sebastopol Fire Department was represented by the Fire Chief, who has been and continues to be an active and involved contributor to the Committee's process.

**5. Question: How much time has the Ad Hoc Committee spent investigating the options for the Fire Department? Has this been a thorough process?**

Answer: Meetings have been ongoing since early 2020. The current Ad Hoc Fire Committee has made a thorough inquiry into the options for the continued stability of the Fire Department. Just since February of 2021, the calendar shows sixteen meetings, including meetings of the full Ad Hoc Committee, focused outreach meetings with other fire districts and with LAFCO (Local

Agency Formation Commission) and meetings specifically with our Sebastopol volunteer firefighters. In addition to these meetings, the Committee has engaged in research and analysis, with all efforts dedicated to determining the very best course to recommend for the continuation of services to the community.

**6. Question: Why weren't individual firefighters included in the Ad Hoc Committee meetings?**

Answer: Each department head is responsible for representing their department in City matters and is authorized to speak on their behalf. The head of the Fire Department is the Fire Chief. He has been and continues to actively contribute to the discussion and decision-making and is supportive of the recommendations of this Committee.

**7. Question: Was the Ad Hoc Committee informed of the concerns of the firefighters? If so, why is the Ad Hoc recommending consolidation?**

Answer: Yes, the Ad Hoc Committee for Fire Department Long Term Staffing Goals and Solution first met with the volunteers in 2018 to discuss long term planning for the Fire Department. This Committee was redefined and a new Fire Ad Hoc Committee was created in 2020-and is fully aware of the concerns of the firefighters. Mayor Slayter and Councilmember Rich met with a group of volunteer firefighters in April 2021 and again on Thursday, May 12, 2022 to present the staff report and listen to their comments, and their level of concern was as expected. The Ad Hoc Committee recognizes that consolidation has the potential for disruption in the Fire Department, but firmly supports that consolidation is best for the community at large.

**8. Question: Did the Ad Hoc Committee meet with the firefighters as a group? Why weren't there more meetings with the firefighters as a group?**

Answer: In addition to having the benefit of the Fire Chief's presence, the Ad Hoc Committee had two formal meetings with the firefighters as a group. The first was at the launch of the current Ad Hoc Committee, in April of 2021. The second was on May 12, 2022, after the Staff Report was published. The Ad Hoc Committee did not meet further with the firefighters because the Fire Chief had been involved in every meeting and was forthright in conveying both his perspective as well as that of the volunteer firefighters.

**9. Question: Why is the Ad Hoc Committee recommending consolidation?**

Answer: The Staff Report explains the logic involved in recommending consolidation. After much research, it is the Ad Hoc Committee's conclusion that our City fire services needs an infusion of funding and the support of an infrastructure that will provide efficient 24/7 staffing. The goal is to improve response times to meet the community's needs and to ensure financial and staffing stability into the future. Consolidation with Gold Ridge Fire Protection District can provide that service.

**10. Question: What's wrong with the current funding and staffing model at the Fire Department?**

Answer: Our response times are increasing, our community's needs are increasing, and our funding is insufficient to cover the ever-higher costs of the Department. The response time of emergency service is important since it is considered as the main aspect for the success of the prehospital care and therefore, for the survival of the victims. The response times have increased because on site staffing at the fire station is limited. During most of the hours in any 24 hour span the fire station has no personnel on site. A call comes in, most firefighters respond from home to the fire station, and are deployed from there. This creates a longer response time, during which our community member in need waits for assistance. As to the increased community needs, it is well known that we have an aging population with more frequent and severity of medical calls. As to funding, the City has currently allocated over \$1 million this fiscal year to the Fire Department, and more than \$1 million more is needed to provide a 24/7 staffing model and to maintain equipment and fund facility improvements. In summary, our fire service needs are double what is currently allocated and available through the City budget. That money is not available in our City budget, nor to any other Department within the City.

**11. Question: Why is the May 17, 2022 meeting the first time the public has been made aware of the Ad Hoc Committee's recommendation?**

Answer: The Ad Hoc Fire Committee has only recently completed its investigation into options. May 17<sup>th</sup> was the earliest possible date that the Ad Hoc Committee could provide the City Council and the public its recommendations.

**12. Question: Is it true that the firefighters receive no compensation?**

Answer: It is inaccurate to say that firefighters receive no compensation. They do receive compensation. The City of Sebastopol compensates firefighters in the form of stipends as well as on a per-call-out basis. When a volunteer responds to a call, the volunteer gets paid for the response and if that call comes during a stipend shift, the volunteer gets paid for the response, plus the stipend shift. When firefighters attend regular Thursday trainings or any special trainings they also receive a stipend. There is also a "retention pay" amount (currently \$80,000) that is shared among all firefighters each year. Firefighters also receive compensation for their work with the California Office of Emergency Services. Transparent California provides firefighter pay information. [www.transparentcalifornia.com](http://www.transparentcalifornia.com). Under "Salaries" on the landing page, select "Cities," then "Sebastopol." Enter "firefighter" in the search bar to indicate the position category. The most recent data available on the site is for 2020, but prior years are also available.

**13. Question: Why is Gold Ridge Fire Protection District considered the best option recommended by the Ad Committee?**

Answer: From the information the Ad Hoc Committee collected from the investigation, as well as the input provided by the Fire Chief, the Ad Hoc Committee concluded that Gold Ridge Fire Protection District can provide the infrastructure needed to efficiently and effectively implement

a 24/7 model in Sebastopol. The Gold Ridge FPD has a culture that values volunteers, already has an existing relationship with our Fire Department and our community, and has declared a willingness to work with us to negotiate a consolidation that will accommodate our town's needs. In addition, Gold Ridge FPD can provide Sebastopol Fire Department with interim leadership to bridge the gap between our Fire Chief's retirement in December and the finalization of negotiations for consolidation. Finally, Gold Ridge FPD has already indicated an openness (subject to negotiation of course) to providing Sebastopol a position on its Board, which would provide Sebastopol with a means to participate in decisions affecting Sebastopol fire services into the future.

**14. Question: What is the process going forward?**

The City Council will provide direction at the May 17 meeting and, if the City Council supports the recommendation of the Ad Hoc Committee, a new Ad Hoc Committee will be appointed for the purposes of negotiations only. The new Ad Hoc would be tasked with negotiating an interim contract with Gold Ridge FPD, and then negotiate the final contract for the full terms of the consolidation. The steps leading up to final consolidation would include involvement from LAFCO (Local Agency Formation Commission)-which must approve the consolidation in order for it to move forward, and the opportunity for landowners to weigh in on a parcel tax levied in order to cover the additional funding our Fire Department needs. We expect the entire process to be completed within a year.

**15. Question: Why do we need a parcel tax to fund our fire department?**

Answer: Our Fire Department needs additional funding to pay for 24/7 staffing and to cover equipment and facility expenses. The funds available from the City (and would commit to continuing under the recommendation of the Ad Hoc Committee) is insufficient to meet those needs.

**16. Question: How much of a parcel tax would Sebastopol landowners be facing if consolidation moves forward?**

Answer: If Sebastopol consolidates with Gold Ridge FPD, the existing parcel tax for all Gold Ridge FPD parcels would apply to Sebastopol. The current parcel tax for residential landowners is \$265 per parcel, plus \$100 for each additional unit on that parcel. There would be a process for landowners to contest the new parcel tax. Please see the Staff Report for details.

**17. Question: Would it be less expensive to continue our own fire department rather than consolidate?**

Answer: No, it would not be less expensive to continue to operate our Fire Department independently. The Fire Department needs more funding, no matter what happens with consolidation, for both 24/7 staffing and for equipment replacement and facility upgrades. Sebastopol Fire Department also benefits financially from shared administrative and management services, and gives Sebastopol access to many additional resources that Gold Ridge Fire Protection District has because of its size and prior consolidations.



**18. Question: Why does this decision need to be made now?**

Answer: Our Fire Chief has announced his retirement, effective December of this year. Our Fire Department requires, and deserves, a plan for continued leadership. This recent development hastened the timeline and the need to move forward immediately.

**19. Question: What impact would the proposed consolidation have on my homeowner insurance rates?**

Answer: Insurance companies use data provided by a variety of sources to set insurance rates. As we have seen recently statewide, property owners in areas with high fire risks have seen increases in insurance rates, requiring the State Insurance Commission to take action. Sebastopol has enjoyed very positive ratings by these independent rating entities (some are non-profit, others are for-profit) and insurance companies have recognized the quality of Sebastopol's fire protection services evidenced by low fire insurance rates. The proposed consolidation would change nothing about the existing infrastructure that the rating companies analyze: the centrally-located fire station would not move (it would actually be improved) and the comprehensive hydrant network would remain in place, fed by Sebastopol's reliable water delivery system. The changes would likely improve Sebastopol's ratings due to the faster response allowed by 24/7 firehouse staffing and the additional resources devoted to equipment and apparatus improvements.

**20. Question: How can members of the public weigh in on this subject?**

1. Review the Ad Hoc Fire Committee's Staff Report [HERE](#) so you are fully informed.
2. Attend the City Council meeting Tuesday May 17@6pm to offer your public comment. The Staff Report and Zoom Link are [HERE](#).
3. Email your input to City Clerk/Asst City Manager Mary Gourley ([mgourley@cityofsebastopol.org](mailto:mgourley@cityofsebastopol.org)). Open your email with "Dear Mayor and City Councilmembers," Mary will immediately distribute your email to all five on the City Council.

Attachments:

- May 17,2022 Staff Report with Recommendations from the Ad Hoc Fire Committee
- May 18, 2021 Staff Report with Request for Direction from the Ad Hoc Fire Committee



**City of Sebastopol**

**REQUEST FOR PROPOSAL**  
**Fire and Emergency Service Delivery Study**

Proposals Should be Mailed to:  
City of Sebastopol  
City Hall  
Office of the City Manager  
7120 Bodega Avenue  
Sebastopol, CA 95472

Proposals may also be Emailed to:  
[info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)

The preservation of life and property is an inherent responsibility of all levels of government. Since disasters in many devastating forms may strike at any time, the City of Sebastopol must provide safeguards that will save lives and minimize property damage through prior planning, preparedness measures and training. In an effort to be prepared for these disasters, we must analyze provision of emergency services from the City as a whole, as well as provision from individual departments, including the Fire Department. In a community-wide emergency situation, all City departments will play important roles, but none is as important as the immediate emergency response of Fire personnel.

The City of Sebastopol Ad Hoc Fire Committee was comprised to investigate all viable options for the future reliable funding and staffing of the Sebastopol Fire Department and was tasked with accomplishing due diligence and making recommendations to the Council towards meeting the long term needs of the Sebastopol Fire Department and the planning of the future of the department, funding, personnel recruitment, and building and maintaining leadership for our community.

The Ad Hoc Fire Committee has done initial due diligence in review of consolidation versus maintaining the status quo with a municipal volunteer Fire Department and has met with various City Staff, Agency Officials, other Fire Department personnel, and will provide that background information to the selected consultant.

The City of Sebastopol Fire Chief has submitted his retirement effective December 31, 2022. It is imperative that the City receive timely reports and information to ensure the City makes the best decision for the future of these critical services.

The Request for Proposals is designed to determine the potential to achieve the following benefits to the City of Sebastopol community:

- Increased efficiency
- Improved effectiveness
- Enhanced or expanded service(s)
- Unnecessary cost avoidance(s)
- Coordination and planning of consolidation
- Enhanced supervision/training
- Standardization of services and programs
- Potential reduced or improved ISO rating
- Enhancements to future state and federal grant funding.

#### SCOPE OF WORK

Evaluation should focus on the following:

1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

Scope of work listed below, includes but is not limited to the following, and is required for Item 1 and Item 2 above.

- Costs Estimates to Include Personnel, Equipment, Infrastructure
- Calculate a per parcel cost for any required funding beyond the Sebastopol Fire Department's current budget allocation
- The financial capacity of each option to provide long-term fire service and recommendations for any additional funding sources not already being captured
- Recommend process to establish and implement either option
- Provide a financial forecast for five years out regarding cost implications for each option

The report will develop an analysis of present resources available to meet emergency services requirements, including an inventory of both manpower, apparatus and equipment. The report needs to identify departmental strengths, weaknesses and differences, and provide recommendations to the City of Sebastopol management and City Council.

In general, this effort will provide a realistic recommendation for the resolution of implementation issues and the associated financial implications and provide a comparison to the key items listed below:

Factors to Consider:

- Organization Overview
- Planning For Fire and Emergency Medical Protection
- Calls for Service
- Capital Improvement Plans for Apparatus, Equipment and Infrastructure /Facility(ies)
- Suppression
- Training Programs
- Fire Prevention Program
- Loss Potential
- Contract Administration
- Fiscal Analysis
- Plan of Implementation. A plan of implementation for either 1 or 2 listed below shall be developed as a product of the evaluation.:
  1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
  2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

The preliminary project schedule is as follows:

- |  |                       |
|--|-----------------------|
| • Issue Request for Proposal (RFP)           | June 8, 2022          |
| • Deadline for inquiries                     | June 22, 2022         |
| • Deadline for Response to inquiries         | June 29, 2022         |
| • Proposals due by                           | July 5, 2022          |
| • Interviews (may or may not be required)    | Week of July 11, 2022 |
| • Negotiate a contract                       | Week of July 11, 2022 |
| • Award contract through City Council        | July 19, 2022         |
| • Draft report submittal to Ad Hoc Committee | October 4, 2022       |
| • Final report submittal to City Council     | November 1, 2022      |

PROPOSAL CONTENT

Each proposal submitted for this request should contain the following:

1. Understanding of Project:
  - a. Demonstrate an understanding of the project as it relates to the need for professional services.
2. Work Plan & Methodology:
  - a. A description of the work plan to complete the project and the methodology for achieving goals.
3. Project management:
  - a. Identify the project manager, team members, and their qualifications.
  - b. The customer retains the right to accept/reject proposed project manager.
4. Experience:
  - a. Provide a description of previous experience in providing similar services for similar clients.
  - b. Must have knowledge of California laws and regulations.

- c. Must have experience in prior fire consolidation studies.
  - d. Must provide a list of references.
5. Price:
- a. A project price structure must accompany the proposal detailing specific amounts for personnel services (salaries and fringes) and operations.
6. Project Timeline:
- a. Must provide a proposed schedule for carrying out work plan.
7. Evaluation:
- a. Provide a description of how successful completion of the project will be evaluated and demonstrated.
8. Client/Reference:
- a. List the last ten customers consulted in the related field.
  - b. Of the last ten customers consulted, list the client actions taken as a result of the study versus the general recommendation made by the Consultant.

### FORM OF PROPOSAL

Proposals shall include the following:

1. Scope of work to be included as an exhibit to the contract.
2. Project Approach To Project Schedule - Identify start date, milestones and completion date.
3. Description of how the data will be provided.
4. Qualifications and experience of the key individual(s) assigned to this contract.
5. Qualifications and experience of the firm with the scope of work.
6. Reference contact names, agency, address, and phone number.
7. Fixed fee proposal for the work, subtotaled by activity/option analysis with hours and rates. Fee shall be presented in a spreadsheet by the outline of required scope of work as listed above.
8. The names of the Consultant's personnel who are to be involved, their titles, and hourly rates for their services.
9. All other costs to be included in the contract.

The proposal and any questions regarding this request for proposals should be forwarded to the City of Sebastopol City Manager's Office at the following address:

Office of the City Manager  
Attn: Larry McLaughlin  
7120 Bodega Avenue  
Sebastopol, CA 95472  
Email: [lmclaughlin@cityofsebastopol.org](mailto:lmclaughlin@cityofsebastopol.org)

### EVALUATION PROCESS

Proposals will be evaluated on the following criteria:

1. Experience of key individual(s) assigned to the contract.
2. Experience of firm in performing this type of service.
3. Understanding of project as demonstrated by the thoroughness of the proposal, the introduction of innovative or cost-saving ideas, and approach.
4. References from clients for whom similar work was performed.
5. Project schedule and depth of staff available to perform services.
6. Estimate of resources necessary to perform services.
7. Total project cost

### REQUIREMENTS OF THE SUCCESSFUL FIRM:

#### Contracting Guidelines

The firm shall be responsible for complying with the following contracting guidelines:

1. Consultant will furnish all equipment, materials, and labor to complete the work by the agreed upon date.

2. Consultant shall obtain a City of Sebastopol business license.
3. Consultant will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance
4. Consultant shall comply with City of Sebastopol Insurance (Requirements Attached)

The proposing firm shall demonstrate, in both the proposal and through past practice, as verified through reference checks, a commitment to the City as a client, respecting the City's interests through listening and understanding of needs. The City, Fire Ad Hoc Committee, and Sebastopol Fire Chief will provide information about the existing agency and fire department to consultant. Consultant shall provide requests for such information in writing to the City Manager who will obtain information from Fire Chief.

Acceptance of Terms

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.

Right of Rejection by the City

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any and all proposals and to waive any informality in a proposal.

Financial Responsibility

The proposing firm understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposing firm in responding to this RFP.

NEGOTIATION AND AWARD

The selected firm shall be required to enter into a written contract with the City of Sebastopol, similar to the attached. Any requests for changes to the City standard contract shall be raised prior to selection. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract; however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected firm.

ATTACHMENTS

- Sample Contract
- Insurance Requirements

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **[Consultant Name]**, a California Corporation with principal offices at **[1234 Fifth Street, City State, ZIP]**, hereinafter referred to as "CONSULTANT",

### RECITALS:

WHEREAS, CITY has the need for Fire and Emergency Service Delivery Study services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

### **SECTION 1 – BASIC SERVICES**

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

### **SECTION 2 – ADDITIONAL SERVICES**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

### **SECTION 3 – TIME FOR COMPLETION**

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of \$ \_\_\_\_\_, unless additional compensation is approved in accordance with Section 2.

B. Consultant 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 if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts,

and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

#### **SECTION 5 – STANDARD OF PERFORMANCE**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant'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 and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### **SECTION 7 – INSURANCE REQUIRED (EXHIBIT A)**

#### **SECTION 8 – INDEMNIFICATION**

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.



B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

**SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’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 Consultant or any of Consultant’s officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

**SECTION 10 – CONFLICTS OF INTEREST**

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

B. City understands and acknowledges that Consultant 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. Consultant is aware 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.

### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any 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 Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

### **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

B. Consultant, 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 consultant gives City notice of such court order or subpoena.

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

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

### **SECTION 13 – SUSPENSION OF WORK**

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

### **SECTION 14 – COMPLIANCE WITH LAW**

Consultant 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. Consultant 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 Consultant to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

**SECTION 16 – RECORDS**

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant’s records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

**SECTION 17 – 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 work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

**SECTION 18 – NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager  
7120 Bodega Ave  
Sebastopol, California 95472

To Consultant: Consultant Name  
Address  
City, State, Zip Code

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

**SECTION 19 – TERMINATION**

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant’s possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

**SECTION 20 – ATTORNEY FEES**

If 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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

**SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, 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 Consultant 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 unless in writing duly executed by the parties or their authorized representatives.

**SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

**SECTION 23 – CONTINUITY OF PERSONNEL**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

**SECTION 24 – DEFAULT**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

**SECTION 25 – 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 or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 26 – 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 Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

**SECTION 27 – 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 28 – SPECIAL PROVISIONS**

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Larry McLaughlin

Title:

Title: City Manager

Approved as to Form:

By: \_\_\_\_\_

Name: Larry McLaughlin

Title: City Attorney

Sample Contract and Insurance Requirements for Fire Study RFP



**EXHIBIT A**  
**City of Sebastopol**  
**Insurance Requirements for Consultants**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
 (Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

**Waiver of Subrogation**

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

**Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# Proposal to Conduct a Fire and Emergency Service Delivery Study

SEBASTOPOL, CALIFORNIA

July 5, 2022



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July 5, 2022

Larry McLaughlin  
 City Manager  
 City of Sebastopol  
 7120 Bodega Avenue  
 Sebastopol, CA 95472

Dear Mr. McLaughlin:

The Matrix Consulting Group is pleased to provide you with our proposal to conduct a Fire and Emergency Service Delivery Study for the City of Sebastopol. This proposal is based on our review of the request for proposals, background review of the City’s fire department and our experience working with hundreds of fire departments in California, elsewhere in the region, and across the United States. Our firm was founded in 2002 and each member of our team have over 30 years’ experience in fire service consulting and management.

The firm and project team have extensive experience conducting fire and emergency service studies, including the evaluation and assessment of the feasibility of organizational and governance alternatives. The table, below, provides a sample of other areas where we have conducted this type of work for clients (California clients in **bold**):

Contract Service Evaluations	Feasibility Studies	Consolidation Analyses	Countywide Studies
<b>Campbell, CA</b>	Berlin, NH	Brooklyn Center, MN	Albemarle County, VA
<b>Indio, CA</b>	Coral Springs, FL	Cleveland Suburbs, OH	Lee County, FL
Medina, MN	Grants Pass, OR	Des Moines Area, IA	<b>Mercer County, CA</b>
<b>Orange County, CA</b>	<b>Highland, CA</b>	Keller/Westlake, TX	Mesa County, CO
<b>Pacific Grove, CA</b>	Jefferson County, OR	La Mesa/Lemon Grove, CA	<b>Placer County, CA</b>
<b>Pomona, CA</b>	Parkland, FL	Lincoln, Rhode Island	<b>San Mateo, CA</b>
Reno/Washoe Cty, NV	Sarasota County, FL	North Utah County, UT	<b>Santa Clara Cty, CA</b>
<b>Sacramento, CA</b>	Scottsdale, AZ	<b>San Rafael/Marin, CA</b>	Seminole County, FL
Seminole, FL	Sterling, IL	Saratoga/Sara. FPD, CA	<b>Stanislaus, CA</b>

Our team’s fire and emergency medical service analytical experience in general includes over 400 projects throughout the country, including these examples of assignments (with California projects in **bold**):

Amesbury, Massachusetts  
Anchorage, Alaska  
Augusta, Maine  
Bedford, New York  
Bellingham, Washington  
Boston, Massachusetts  
Chelsea, Massachusetts  
Columbus, Ohio  
**Dinuba, California**

**Dixon, California**  
Fort Lauderdale, Florida  
**Highland, California**  
**Indio, California**  
**Los Banos, California**  
**Monrovia, California**  
**Monterey, California**  
New Rochelle, New York  
North Kingstown, RI

**Pacific Grove, California**  
Peoria, Illinois  
Portland, Oregon  
Pueblo, Colorado  
Reno, Nevada  
**Sacramento, California**  
Steamboat Springs, CO  
Westport, Connecticut  
**West Sacramento, California**

We are also conducting fire studies in **North County (CA)** and Phoenix (AZ).

The following points characterize our approach to conducting fire studies:

- All staff for our proposed team are extremely experienced, having themselves conducted up to hundreds of fire service and EMS studies.
  - The President of the firm, with 40 years of fire service analytical experience would manage the project. He is based in our Bay Area headquarters.
  - Our lead analyst, Robert Finn, has led the analysis of numerous fire department staffing studies across the country. He has been with the firm for over 10 years.
- We are a 'fact based' firm providing detailed data collection and analysis.
- We work closely with our clients through interim reports and review meetings.

As President, I am authorized to represent the firm in negotiations and will serve at the contact person related to this proposal.

If you have any questions, please do not hesitate to contact me at 650-858-0507 or via email at [rbrady@matrixcg.net](mailto:rbrady@matrixcg.net). I can also be contacted at the letterhead address.



Richard Brady, President  
**Matrix Consulting Group**

# 1 Understanding of Project

This section of our proposal demonstrates our understanding of the project as it relates to the City's need for professional services, as well as an overview of our approach to completing the services presented in the RFP.

## 1. Background

To be prepared for disasters of many devastating forms, the City of Sebastopol is dedicating resources to analyze the provision of emergency services from the City as a whole, as well as from individual departments, including its Fire Department. As a result, the City's Ad Hoc Fire Committee was formed and tasked to investigate all viable options for the future reliable funding and staffing of the Fire Department and making recommendations to the City Council toward meeting long-term planning needs, including funding, personnel, and leadership for the community.

The Ad Hoc Fire Committee has already met with various City Staff, other agency officials. This information will be valuable and provide insights into the future of fire and emergency services.

The purpose of the City's RFP is to determine a consultant's ability to help achieve the following benefits:

- Increased efficiency and effectiveness.
- Enhanced or expanded services and supervision/training.
- Avoidance of unnecessary costs.
- Standardization of services and programs.

Additionally, the study will include implementation plans for one or both options under consideration of the City and the Ad Hoc Fire Committee:

- Retention of the City's Volunteer Fire Department with conversion to a 24/7 staffing model.
- Consolidation of the City's Volunteer Fire Department with the Gold Ridge Fire Protection District.

The next section describes, at a high level, our approach to completing the assignment.

## 2. Approach

Our place in the government consulting industry is based on our experience and our

approach to project management and analysis. While more fully explained in later sections of the proposal, these strengths can be summarized as follows:

- **Fire Service Analytical Experience:** We have collectively completed over 400 fire service staffing, operational assessments and master plans that include all facets of fire, rescue, and emergency medical operations. Each member of our proposed team has experience conducting dozens of studies related specifically to fire operations, facility assessment, and master plans. Additionally, our team includes members who have served as former fire chiefs and worked through consolidation implementation.
- **Fire Service Analytical Approach:** Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique. Our methodology includes:
  - Extensive interviews with staff and external stakeholders.
  - Detailed understanding of the fire, rescue, EMS operations and needs.
  - Fact-based analysis of workloads, service levels, and costs.
  - Extensive evaluation of current facilities, locations, and determination of facility and space needs.
  - Collaboration with the client as the study proceeds, including obtaining buy-in from staff and stakeholders for our recommendations.
  - Detailed reports that provide a discussion of our analysis, the recommendations developed, and an implementation plan to guide our client in making necessary changes over the planning horizon.
- **Project Management:** One critical success in conducting a project of this size and complexity in an efficient, timely, and effective approach to project management. The Matrix Consulting Group utilizes project management approaches that assures we have minimum impact on staff and their daily operations, while providing effective coordination of the project. All project work activities are defined in advance and tied to each project team member, deliverables, the schedule, and the budget. Our approach to project management keeps all parties apprised of current project status (formally and informally) and when to expect deliverables.
- **Information Gathering:** Equally important to the success of the project are the methods we use to collect, analyze, and present information in order to formulate

findings and develop and assure acceptance of recommendations. The Matrix Consulting Group has developed information-gathering techniques that enable us to gather data efficiently. They include the use of data checklists; interview guides to ensure we capture the necessary information required to understand operations and major operational areas; and observing operations to identify strengths and improvement opportunities. Additionally, we dedicate significant time conducting interviews with a wide variety of stakeholders to gain an understanding of perspectives on current services and challenges.

- **Interaction:** Continual communication between the client and project team is a critical component of a study. We will conduct numerous interviews with Fire Rescue staff. We will also meet with the elected officials, as desired. Additionally, we will have ongoing communication our clients on project status and to review deliverables.
- **Quality Control:** Our project manager designs and personally reviews all interim and final products before they are delivered to the client. This is done to ensure a quality document and that all services and analytical efforts outlined in our proposal have been fully completed.
- **Implementation:** Our projects result in implementable recommendations and solutions for our clients. We develop an implementation action plan that identifies the resources required for the implementation, degree of difficulty, and a time frame for successful implementation. The implementation action plan is critical, especially for recommendations that include significant capital and reoccurring cost. Finally, our team will be available for consultation during implementation.

Our approach results in approximately 85% of recommendations being implemented.

## 2 Work Plan and Methodology

This section of our proposal contains descriptions and results of each proposed task.

### Task 1 | Project Initiation

To fully meet the core requirements of conducting this study – including evaluating current operating environment as well as short term and long-range needs for staffing and facilities related to an approach for fire and EMS services – the project team will need to develop an in-depth understanding of attitudes towards existing service levels and the unique characteristics of programs and community protection needs in the Department. To provide this level of understanding, the project team will accomplish the following:

- Interview Ad Hoc Committee members, City Staff, other agency officials, other fire department personnel as well as any other identified key stakeholders
- Interview the leadership, staff and volunteers of the Fire Department to obtain an initial understanding of the organization, major goals and recent trends as well as satisfaction with and improvement opportunities with current services provided.
- Interview other regional stakeholders identified who are critical in developing strong background knowledge for the study, including finance, community planning, human resources, EMS leadership and the like.
- Initial interviews will focus on determining individual attitudes toward current fire protection and EMS service levels, programs, and community protection needs, including the following:
  - How services are currently funded.
  - Adequacy of current funding levels and long-term funding needs.
  - Adequacy of existing service levels (e.g., response times, call results, etc.).
  - Any changes planned for current staffing levels or in the next five years.
  - How any regional services are currently provided.
  - Issues regarding inter-relationships among other regional departments.
  - How current budgeting and financial reporting occurs.
  - Growth projections over the next five years in each service area.
- We will also collect basic documents which "define" the City's Volunteer Fire Department and the Gold Ridge Fire Protection District internally and externally



(e.g., budgets, financial plans, goals and objectives, policies and procedures, mission statements, overall service trends, loss statistics, past studies, community plans, zoning maps, inventories, etc.).

## TASK RESULT

**Based on the results of these interviews and initial data collection, the project team will prepare an internal project team memo, which develops the tasks to be performed, the persons responsible, a timeline and potential obstacles discovered.**

### Task 2 | Analyze the Current Situation in Each Fire Department/District

In order to further our understanding of service delivery and service objectives of the agencies involved in this study, the project team will collect a variety of data to develop a descriptive profile of current operations, staffing, station locations, apparatus and deployment plans for both the Sebastopol Volunteer Fire Department and Gold Ridge Fire Protection District.

This analysis will allow the project team to provide our factual understanding of the current staffing, finances and how services are provided by the Department to their service area. During this assessment we will also examine the current demand for services and workload by station response area and apparatus. We will collect the following:

- Basic descriptive information such as:
  - Organizational charts for each agency.
  - Strategic or master planning documents.
  - Any annual reports.
  - Any awards or commendations received.
  - Past or current emergency service studies or research.
  - Station and other facility locations.
  - Apparatus and vehicle inventories.
  - Budgets over the past 3 fiscal years.
  - Capital assets owned by each agency.
  - Deployment plans.
  - Current response protocols for fire and EMS incidents.
- Primary administrative documents including:
  - Standard Operating Guidelines (SOG's), policies and procedures.

- Local collective bargaining agreements.
  - Memoranda of understanding.
  - Mutual and/or automatic aid agreements and how aid is utilized.
  - Community planning documents, including future land use information.
  - Local census and demographic data.
  - Local Geographic Information Systems (GIS) data.
  - Financial data: current and recent budgets, long-range plans, projections, capital improvement programs and debt.
  - Current fee schedules and charges for services
- Information about personnel including:
    - Number of personnel by rank and classification.
    - Authorized versus actual staffing.
    - Summary of staff roles and responsibilities.
    - Staff schedules.
    - Pay plans, fringe benefit descriptions and costs.
    - Actual use of leave by classification.
    - Actual use of overtime by classification.
    - Training and certifications of each member, including fire status, EMS training status and certifications, hazardous materials, technical rescue, etc.
  - Descriptive information about workload, call handling and performance from records management, NFIRS and CAD records including:
    - Calls for service by type.
    - Calls for service by time of day and day of week.
    - Calls by unit.
    - Dispatch processing time.
    - Turnout time.
    - Travel times.
    - Total scene times.
    - Total call duration
  - Training approaches:
    - Initial required training levels
    - Fire and EMS in-service training.
    - Targeted levels of training by person and by classification.
    - Use of dedicated or on-shift personnel for delivering training.
  - Fire Prevention records related to inspections, code enforcement, public

education, fire investigations and plan reviews.

- Current PSAP and dispatch provider(s) and related communications infrastructure.

We will use this information and data to conduct an evaluation of the current situation, which will include a detailed evaluation of the following components:

### **(1) Organizational Review**

An organizational review of each agency will be developed to provide a general description of the community served and each agency. This overview will include information such as:

- Service area, population, geography and demographics.
- History, formation and general description of each agency.
- Current service delivery infrastructure.
- Governance, foundational policies and lines of authority.
- Organizational design.
- Operating budget, funding, fees, taxation and financial resources.

### **(2) Capital Asset and Capital Improvement Program Review**

The asset base in facilities and equipment will be reviewed and evaluated for each community. The relative condition and viability for continued use will be noted, to allow proper planning for future service delivery. The current Capital Improvement Plans for the replacement of capital assets will also be reviewed.

#### **(2.1) Facilities**

Stations and facilities will be evaluated based on their design and construction and how that relates to the ability of personnel to meet established performance standards. Overall, each station and facility will be observed to ensure that:

- It offers a safe place for employees to operate.
- It is compliant with codes.
- It provides adequate facilities for employees to perform their required duties.

- It is viable for conducting future operations.
- General location in relation to the risks in the service area is appropriate.
- Ability to accommodate additional personnel, apparatus and equipment.

## **(2.2) Apparatus / Vehicles**

The apparatus and vehicles owned and operated by the agencies will be examined and an inventory list of existing apparatus and vehicles developed. The apparatus list will include:

- Type of apparatus
- Age and mileage/hours of operation
- Condition and current service status
- National Fire Protection Association (NFPA) compliance
- Current replacement plans in place

The future needs of each agency's service area will also be examined to determine if the current apparatus and vehicles will meet these needs.

## **(3) Staffing and Personnel Management**

The staff resources and personnel management systems of each agency will be reviewed and evaluated to determine the current levels of administrative, support and operational position staffing levels. Critical staffing functions will also be examined to determine:

- How staff are distributed and deployed.
- How the utilization of companies is achieved.
- What human resource policies and procedures have been developed and whether any gaps exist.
- What types of personnel reports and record keeping systems are utilized in the agencies. Is there consistency or redundancy in the current systems?
- What are the systems for recruiting, hiring, training and retaining personnel?
- What are the current compensation and benefit packages for employees at each level of the organization?

This information is not only critical from the perspective of understanding current descriptive information but also setting the stage for future alternatives.

#### **(4) Service Delivery and Performance**

The service levels and performance of each of the agencies will be evaluated individually as well as when operating as part of the larger regional response system or in mutual aid/automatic aid operations. Both fire and emergency medical response capabilities will be analyzed.

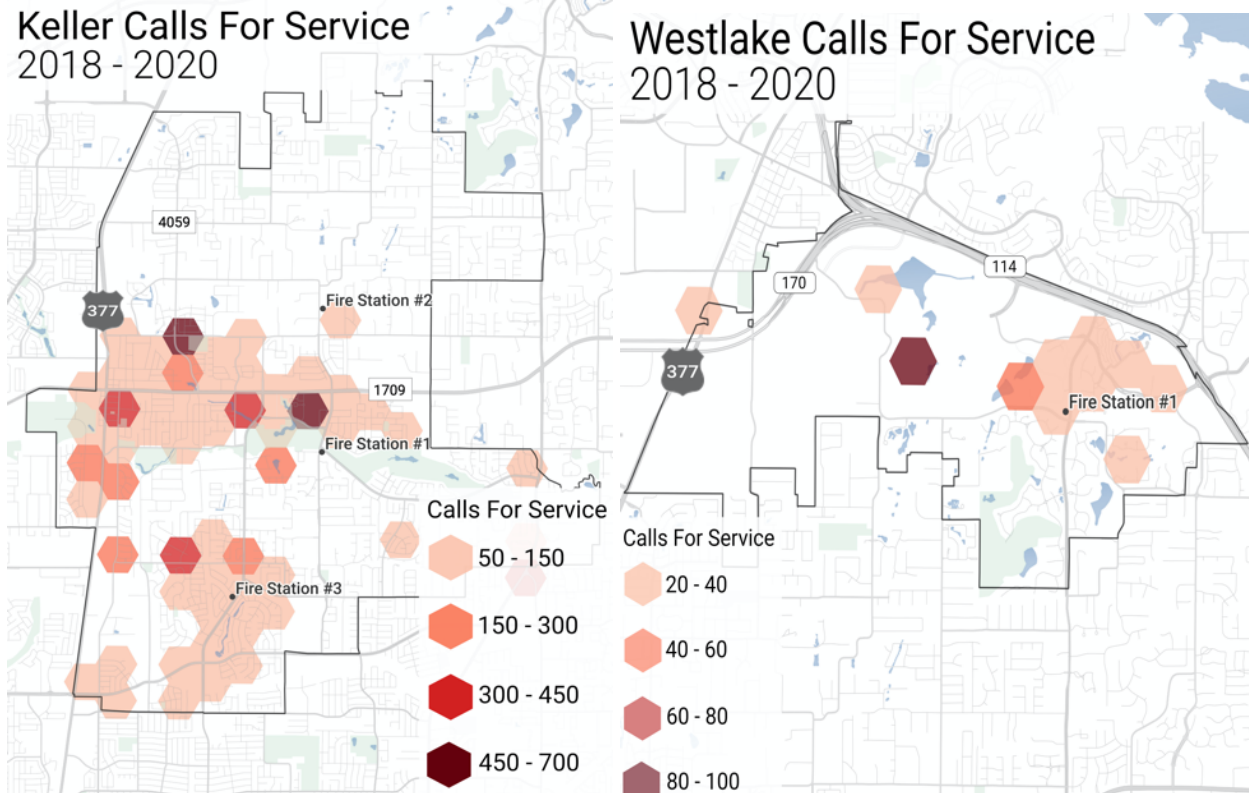
##### **(4.1) Demand**

The Computer Aided Dispatch (CAD) records and Records Management System (RMS) reports will be utilized to determine the current demand for services in each service area and in the fire incident response system area. Each service provider will be analyzed by incident type, as well as time of day and day of week service demands. Calls will be analyzed to determine:

- Call Type
- Call location
- Call frequency

The project team will also conduct a basic risk assessment of each service area to determine if fire flows and staffing levels are able to adequately address these risks.

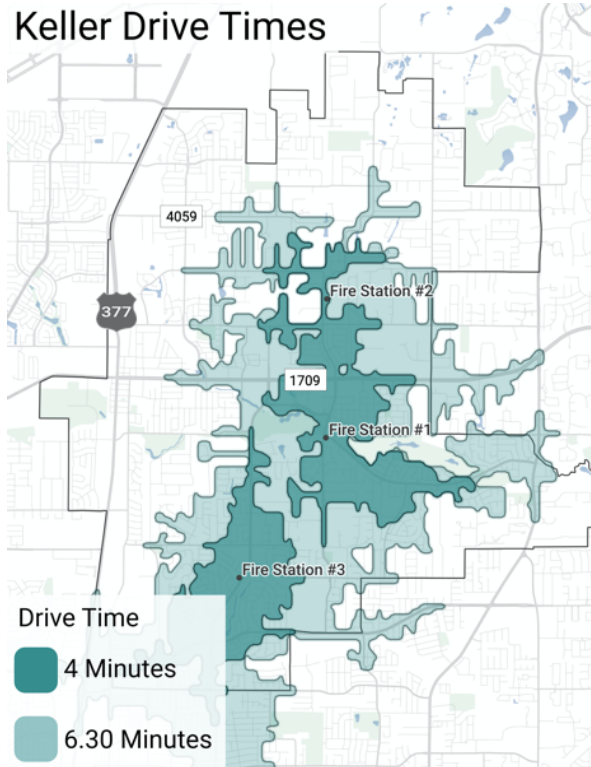
The service demands will be displayed geographically for each agency and the overall study area in the form of an ArcView GIS spatial analyst maps. The following maps serves as an example of a demand map:



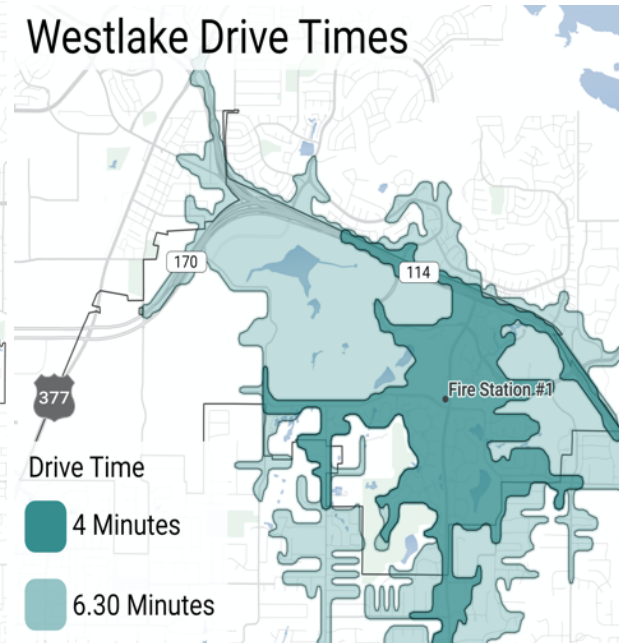
**(4.2) Distribution**

The study of distribution involves locating first-due resources geographically to assure rapid deployment in minimizing and terminating emergency incidents. Existing facilities in the service area will be analyzed through the ArcView GIS software to determine the predicted effectiveness of first-due personnel in accordance with adopted service level objectives. The current 4 and 6:30 minute capabilities of a former client are shown below:

### Keller Drive Times

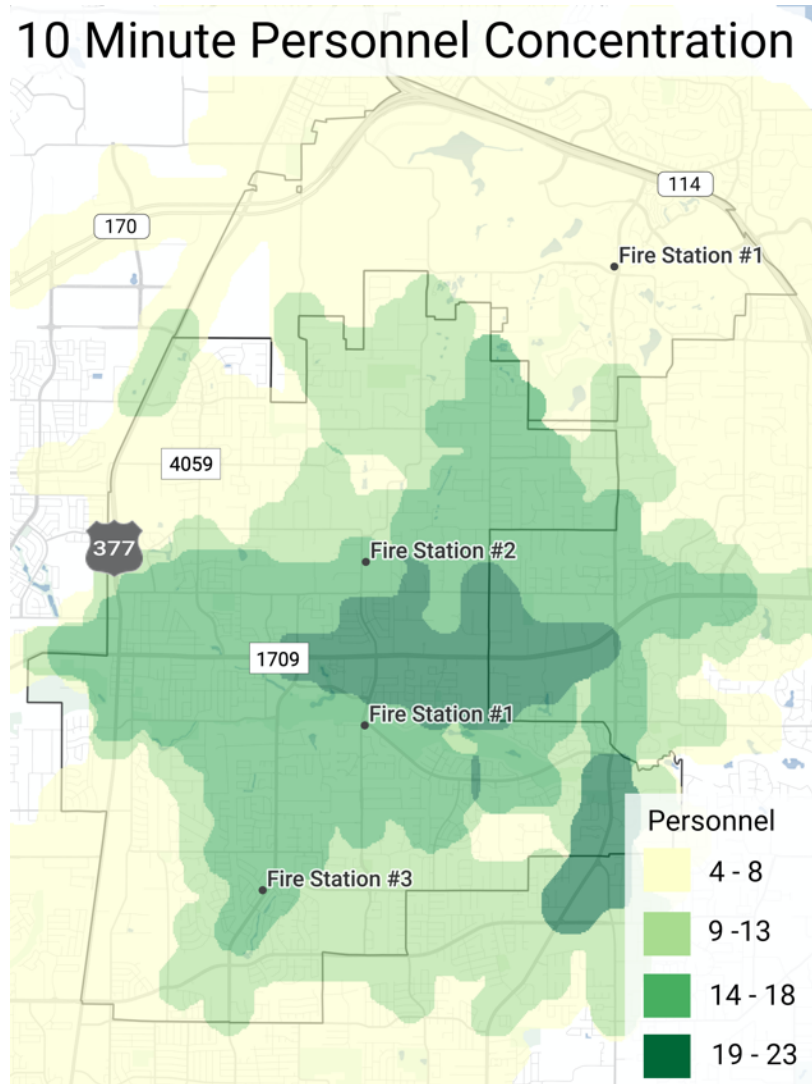


### Westlake Drive Times



### (4.3) Concentration

The study of concentration requires an analysis of the arrangement of multiple resources, to allow an effective response force to be assembled within adopted timelines. The ability for the current system to deploy and assemble an effective response force will be evaluated in the study area. An example of a concentration study map from a prior client is included below for illustrative purposes:



**(4.4) Reliability**

The study of reliability uses actual incident history and data to measure the historical performance in accordance with adopted performance standards. Reliability can be determined by answering five questions:

- Are established goals of performing within X minutes, Y percent of the time met?
- Is there sufficient depth in the system to provide coverage for calls for service?
- Are there frequent instances of multiple calls occurring simultaneously? Does this effect system performance?
- Are there predictable times when queued calls for service occur?
- Is there extra capacity in the system or within individual units?



The project team will analyze the availability of staff and current workload and utilization of each company in the service area to determine actual or estimated failure rates based on the availability of data and show the impact on the ability to deploy an effective response force based on the findings.

## **(5) Support Programs**

The Matrix Consulting Group will review the support programs present within each of the organizations for the critical areas of training, health and wellness, life safety services and communications.

### **(5.1) Training**

The training and educational resources will be examined to ensure they are structured to provide the proper education and training for the agencies to achieve their stated mission.

- Training records will be reviewed to determine the types and frequency of training provided to sworn, volunteers and civilian personnel.
- Training procedures, manuals and protocols will be reviewed to ensure they are current, up to date and reflect best practices.
- Training schedules will be reviewed to ensure there is both a short and long-term training plan in place.
- Training facilities will be examined to ensure they effectively support the training needs of agencies in the fire incident response system.

The result of this task will be a thorough assessment of training and staff development programs.

### **(5.2) Fire Prevention and Public Education**

The fire prevention/life safety services will be reviewed to ensure the agencies operate effective programs geared toward fire prevention, life safety, hazard risk reduction and the detection, reporting and control of fires and medical emergencies. The programs will be reviewed to determine:

- What fire prevention codes have been adopted.
- What type of inspection programs are in place and what role suppression personnel have in the inspection program.

- What type of public education programs are provided by the agencies.
- What type of pre-incident planning and hazard identification programs are in place at the agencies.
- What the agency's role is in the investigation of fires occurring in its jurisdiction. Are outside agencies used to investigate certain fires?

The result of this task will be a multi-faceted assessment of the totality of the fire prevention and development review program as it relates to the fire service.

### (5.3) Planning

The planning processes for each of the agencies will be reviewed to fully understand how planning is currently occurring. The planning components will be reviewed to determine:

- Is there and adequate planning process in place?
- What type of tactical planning is occurring?
- What types of operational planning efforts are occurring?
- What is the strategic planning process, how often is the strategic plan updated?
- Are there long-range plans for capital improvements or apparatus replacement?

The result of this task provides an important step in understanding 'organizational cultures' and approaches to broad service delivery approaches.

#### TASK RESULT

**At the conclusion of this task a descriptive profile will be submitted to the Fire Department/District and Ad Hoc Committee for review to illustrate the factual understanding of the current organization, governance and deployment of the Fire Department/District.**

### Task 3 | Develop Options for Future Opportunities for Cooperative Efforts

At this point in the study, the project team will be in a position to begin to evaluate the options of the Sebastopol Volunteer Fire Department converting to a 24/7 staffing model or consolidating with the Gold Ridge Fire Protection District.

## (1) Organizational Options

The Matrix Consulting Group has developed an analytical methodology for the analysis of the feasibility for consolidation. This analytical approach will be based on the following:

- Utilization of state-of-the-art ArcGIS software.
- Utilization of a complete road network of the service area.
- Use of the most detailed call for service data available.
- After the data is compiled, various alternatives can then be tested to determine which may be the “optimal” solution for the service delivery system for the service areas in terms of converting to a 24/7 staffing model and opportunities for consolidation of the fire service delivery systems.

The methodologies described above, as well as other techniques, would be used to meet the study objectives, including addressing the following:

- How many stations are required and where should they be located to best meet identified service level objectives?
- How will deployment needs change within a 5-year planning horizon? What impact will trends in service delivery have on the number of stations and apparatus that are needed or can be supported?
- If some change in the number of stations is recommended, what are the specific benefits from that change?
- The number of personnel required, now and in the future.

The focus will be on the analysis of the organizational and financial feasibility of consolidation between the fire department and district. This sub-task will be devoted to:

- Develop a resource plan of full-time staff to support the recommended system distribution described above.
- Developing a detailed plan of administrative and support staffing for a consolidated agency including:
  - Number and type of command positions
  - Administrative support staffing considering needs related to financial management, payroll, personnel administration, and basic clerical support.

- Training and IT support staff
- Facility and apparatus maintenance
- Fire prevention and public education programs considering plan check, inspections, public education and public information.
- Developing a proposed compensation plan for the consolidated agency including salary ranges by position; estimated benefit costs for retirement plan contribution; and insurance and related costs.
- Developing a detailed 5-year pro-forma annual operating budget including all expense items; overtime given deployment, availability, and minimum staffing targets; and provisions for apparatus replacement given the age, size and characteristics of the projected fleet.
- Converting the projected budget to the revenue necessary to support these operations and compare to current costs.
- Identifying the personnel/human resources issues associated with:
  - Any transition to another organizational form.
  - How to merge existing salary and fringe benefit packages.
  - Are there collective bargaining issues that need to be addressed?
  - How to handle cross-training of existing staff.
- Providing analysis and recommendations regarding governance models and organizational structure and the legal requirements for the consolidation of the Fire agencies.
- Providing analysis and recommendations regarding the interim steps necessary to implement each alternative.

## (2) Financial Analysis

This task will focus on determining the current fiscal state of each Fire Department/District and determining opportunities to improve the financial resources available for providing emergency services.

The project team will work with finance personnel from each organization to develop detailed costing elements. This detailed financial information will be used as a baseline for costing any type of consolidation analyzed during the project. Any available funding mechanisms will be fully vetted for operating in the status quo as well as in a consolidated environment. The financial analysis will include:

- A five-year financial forecast for each identified option.
- Value assessment of any identified surplus equipment and apparatus.
- Development of a fee schedule for a consolidated operation.
- PERS method needed to collect any unfunded actuarial liability of the agencies.

## TASK RESULT

**This task result in the development of governance, organizational, staffing and financial considerations for each of the options available for providing fire and EMS services in the service areas.**

### Task 4 | Development of the Project Report and Presentation of Study Results

Completion of the above tasks will result in the project team developing a draft and final report to summarize the issue and study recommendations. The process will include:

- The Matrix Consulting Group will develop a detailed draft report for review and comment. The review is designed to ensure all elements required in the report have been adequately and factually addressed. The report will contain:
  - General partnering strategies to improve service delivery, efficiency and effectiveness of the Fire and EMS system between the agencies.
  - Options for shared or consolidated services to develop a regional approach for providing fire and EMS services.
  - Detailed fiscal analysis of all recommendations with budgets developed to illustrate the financial effects of any changes including transition costs, annual operating costs, long term liabilities and cost allocations.
  - Recommendations to improve the financial condition of each agency.
- All analysis, findings, issues and recommendations from the previous tasks will be utilized in the development of the draft report. As each element had already been previously reviewed, there should be no surprises in the report. The draft and final report will fully address each of the points above, an executive summary and implementation strategies and timelines for all recommendations.

Once the report has been reviewed and the final edits completed, the Matrix Consulting Group will present the findings and recommendations of the final report at a joint meeting of the community leaders.

**TASK RESULT**

**The draft report will be reviewed with the Fire Department Ad Hoc Committee while in draft form. Once all reviews and any necessary revisions have been completed and the report is in final form, we will make a formal presentation to the Sebastopol City Council at a public meeting, if desired.**

## 3 Project Management

This section of our proposal provides a summary of our project management approach, introduces team members, and provides an overview of their qualifications.

### 1. Project Management Approach

The Matrix Consulting Group utilizes project management approaches that assures we have minimum impact on staff and their daily operations, while providing effective coordination of the project.

All project work activities are defined in advance and tied to each project team member, deliverables, the schedule, and the budget. Our approach to project management keeps all parties apprised of current project status (formally and informally) and when to expect deliverables.

We believe very strongly in the science of our craft, especially as it relates to fire and consolidation feasibility studies. Ensuring our projects meet the needs and timelines of our clients are accomplished through the following:

- The project manager and lead analyst develop general and project specific data collection plans and interview guides.
- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.
- We have frequent client review meetings to discuss the quality and direction of the project through interim deliverables and draft documents.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget.

### 1. Key Personnel

The members for our proposed team are extremely experienced, having themselves conducted up to hundreds of fire service studies. As the President of the firm, with 40 years of public safety analytical experience, Richard Brady would manage the project, assisted by a highly qualified team.

- **Richard Brady**, President of the Matrix Consulting Group, has been providing management consulting services to municipalities for over 40 years across all governmental functions.
- **Robert Finn**, a Senior Manager with over 10 years of consulting experience, who previously served as the Chief of the Southlake (TX) Department of Public Safety Fire Department.
- **Aaron Baggarly** is a Senior Manager with over 14 years of experience. He has completed over 70 facility studies for all government facilities with an emphasis of large-scale facility master plans.
- **Terry Lewis**, a Senior Consultant, who has been a fire consultant for over 8 years. He also has previous experience at all levels of the fire service, including as Chief of the Henderson, KY Fire Department.
- **James Bouziane**, a Consultant, has over 25 years of California Fire and EMS experience. James served as a Deputy Chief with the City of Sunnyvale Department of Public Safety and has extensive experience in all aspects of the fire service.
- **Ryan Peterson** is a Consultant with the firm that specializes in GIS analysis and the deployment options for properly locating fire stations.

## 2. Team Qualifications

The following pages include detailed resumes for team members listed above.



**RICHARD BRADY**

PRESIDENT, MATRIX CONSULTING GROUP

**RICHARD** founded Matrix Consulting Group in 2002 and our Canadian firm, MCG Consulting Solutions in 2017. He leads our Public Safety Practice which includes law enforcement and justice studies. He has served as the Project Manager or Lead Analyst on hundreds of public safety studies in his 40-year career. His subject matter expertise includes staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

**Experience Highlights**

**Estacada Rural Fire District, OR:** Richard served as the project manager for this engagement. He was responsible for leading all aspects of the project that examined the financial resources including revenues and expenditures. Key findings/ achievements of the project:

- Clear illustration that expenditures were going to exceed revenues in all cost and revenue projections
- If no additional resources were added and aggressive revenue projections used revenue and expenditures would equalize by FY 2023.

**Davenport, IA:** Richard served as the Project Manager for this project that examined the staffing and operations of both the Police and Fire Departments. Key findings/achievements include:

- Developing performance measures based on population density and risk profile
- Relocating a station to improve services in the northern areas of the City
- Creating a full-time training officer position.

**Role on This Engagement:**

Richard will serve as a project executive and advisor.

**Relevant Clients:**

- MB Winnipeg
- ON Kawartha Lakes
- AB Edmonton
- AZ Phoenix
- CA Los Angeles
- CA San Francisco
- IA Davenport
- TX Austin
- TX Fort Worth
- MO Kansas City
- OH Columbus
- OR Portland
- VA Richmond
- NC Raleigh
- OR Grants Pass
- OR Jefferson County
- WA Tacoma
- WI Glendale
- WI Oshkosh
- OR Portland

**Years of Consulting:** 40

**Education:**

BA, California State University, East Bay.

PhD, Oxford University, U.K.

**Professional Association:**

Association of Local Government Auditors  
International City-County Management Association

**ROBERT FINN**

SENIOR MANAGER, MATRIX CONSULTING GROUP

**ROBERT** is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert’s relevant experience includes serving the City of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)
- Lieutenant of Training (1995 to 1999) – Level II Instructor
- Coordinator of Emergency Medical Services (1993 to 1995)
- Firefighter / Driver / Paramedic (1987 to 1993)

**Jefferson County, OR:** Robert was the lead analyst on this study to look at the feasibility of consolidating fire and EMS services in the County.. Key findings/achievements include:

- Development of a tax rate for the new District
- Development of a 7 year financial plan for the new District
- Development of a capital improvement schedule
- Development of a staffing plan for the new District

**Keller, TX:** Robert was the lead analyst on this study to evaluate the feasibility of consolidating Keller Fire Rescue and the Westlake Fire Department. Key findings/achievements include:

- Illustration of short-term strategies to improve administration and support services.
- Long-term cost savings related to constructing a single fire station to serve the growing areas of the two communities
- Capital savings of \$7million.
- Long-term operational savings of \$3 million annually.

**Role on This Engagement:** Robert will be the lead analyst and Client Service Leader on this project. He served in this role on all the references previously provided.

**Relevant Clients:**

- AK Anchorage
- CA Big Bear
- CA Huntington Beach
- CA Mercer County
- CA Monterey
- CO Mesa County
- CO Steamboat Springs
- CT Greenwich
- CT Westport
- GA DeKalb County
- IA Davenport
- MA Billerica
- MA Boston
- MA Chelsea
- MA Yarmouth
- MI Sterling Heights
- MN Medina
- NC Raleigh
- NY New Rochelle
- OH Cleveland
- OR Clackamas
- OR Grants Pass
- OR Jefferson County
- TX Possum Kingdom
- WA Bellingham
- WI Oshkosh

**Years of Experience:** 30

**Education:**

MBA, and BS, Public Safety Administration, Grand Canyon University

**Professional Association:**

- National Fire Protection Association (NFPA)
- International Association of Fire Chiefs (IAFC)
- Center for Public Safety Excellence (CPSE)

## AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

**AARON** is our lead facility planner on facility assessment, programming, space needs assessment, and facility master planning engagements. Relevant experience include:

- Completed over 70 facility studies for all government facilities with an emphasis on large scale facility master plans.
- Conducted facility condition assessments, space allocation review, architectural space programs, and space projections.
- Develop facility master plans that address current and future spatial needs with a combination of new construction, adaptive re-use, and analysis for centralized and decentralized operations.
- Conducted over 100 operational and staffing studies for local and public safety entities with a focus on fire operations.

### Experience Highlights

**Stafford County, VA:** Aaron served as the facility assessor on this engagement which include assessment of 15 fire and rescue stations in the County. Key findings included:

- Several stations included several operational deficiencies such as a lack of drive through bays, proper vehicle exhaust systems, separate sleeping quarters, backup generators, etc.
- Assessed the facility mechanical systems, building exterior and interior, and site accessibility and security.
- Identified opportunities for consolidation of three volunteer and career stations to reduce future operational and capital cost.

**Billerica, MA:** Aaron evaluated the fire department facilities to determine their viability today and in the future. The following recommendations were made as part of this study.

- Evaluated each of the facilities for their current location, condition, and ability to serve the community.
- Recommendation relocation of Fire Station #3 to house the apparatus need to deploy from the station.
- Completed an architectural space program to identify the space types and total square footage for a new station.

### Role on This Engagement:

Aaron will serve as a facility assessor and planner.

### Relevant Clients:

- AL Gulf Shores
- AZ Buckeye
- CA Napa County
- CA Sunnyvale
- FL Monroe County
- FL Pasco County
- IA Davenport
- IL Will County
- KS Valley Center
- MA Yarmouth
- MN Hennepin County
- MT Billings
- NC Mecklenburg County
- NC Wake County
- ND Red River Dispatch
- NY New Rochelle
- OR Benton County
- SC Clemson
- SC Univ of S.C.
- TX Hays County
- TX Kyle
- TX San Marcos
- UT Grand County
- WA Redmond

**Years of Experience:** 14

### Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

### Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

## TERRY LEWIS

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

**TERRY** has over 30 years of fire service and consulting experience. He previously served as the Chief of the Henderson (KY) Fire Department. Terry has a strong educational background coupled with a successful track record of leading an agency of 60 personnel in a community with 30,000 residents. Terry brings a wealth of knowledge and experience evaluating the staffing and operational needs of fire and EMS operations.

Terry’s relevant experience includes serving the City of Henderson, Kentucky as Fire Chief for 10 years. He began his career with the Loveland-Symmes (OH) Fire Department where he advanced through the ranks until being appointed as Chief of Henderson. He has experience in the following areas:

- Administration
- Fire Prevention
- Financial Management
- Operations
- Hazardous Materials

### Experience Highlights

**Grants Pass, OR:** Terry was a technical analyst on this study to look at the feasibility of forming a fire district to provide services in the City. Key findings/achievements include:

- Determining legal requirements for forming the district.
- Developing five-year financial projections.
- 
- Deployment changes to improve gaps in coverage in the City.

**Medina, MN:** Terry was a technical analyst on this project aimed at an assessment of the current fire system which contracted for services with four fire departments. Key findings/ achievements of the project:

- Identification of consolidation opportunities.
- Staffing requirements for a JPA
- Development of deployment plan for a JPA

### Role on This Engagement:

Terry will be a technical expert for fire/EMS operations.

### Relevant Clients:

- CA Atherton
- CA Big Bear
- CA Butte County
- CA Dixon
- CA Huntington Beach
- CA Mercer County
- CA Monterey
- CA Placer County
- CO Steamboat Springs
- CT Greenwich
- CT Westport
- FL Coconut Creek
- GA DeKalb County
- IA Davenport
- MA Billerica
- MA Boston
- MA Chelsea
- MI Sterling Heights
- MN Medina
- NC Raleigh
- NH Berlin
- NY New Rochelle
- OR Clackamas
- OR Estacada
- OR Grants Pass
- OR Jefferson County

**Years of Experience:** 30+

### Education:

BS Fire Technology, AS Accounting, University of Cincinnati

### Professional Association:

National Fire Protection Association (NFPA)  
 International Association of Fire Chiefs (IAFC)  
 Center for Public Safety Excellence (CPSE)

**RYAN PETERSON**

DATA/GIS ANALYST, MATRIX CONSULTING GROUP

**RYAN** is a Consultant with the Matrix Consulting Group, specializing in emergency response planning and fire risk modeling. He has over nine years of experience conducting analysis for local and regional governments, having previously worked for the City of Portland (OR), City of Beaverton (OR) and the Tri-County Metropolitan Transportation District of Oregon (TriMet).

Relevant experience highlights, include:

- Data collection and analysis.
- Growth forecasting using GIS-based projections for population, service needs and staffing requirements.
- Comprehensive workload and staffing analytics.
- Analysis and redistricting of operational boundaries
- Standards of Cover analysis, including community risk, deployment, concentration and system performance.

**Experience Highlights**

**Grants Pass, OR:** Ryan was a data analyst on this project that examined the staffing and deployment to develop a community risk and standards of cover document.

**Placer County, CA:** Ryan was a data analyst on this project that examined community risk and development of a standards of cover document. Key findings/ achievements of the project:

- Performed a CAD analysis that determined the current workload of all fire departments serving the County.
- Development of a phased expansion of fire services over a 10-year planning period.
- Increase of staffing to 3 person engine companies in the suburban and urban areas of the County to improve effective response force formation.

**Role on This Engagement:**

Ryan will serve as a data analytics and GIS analyst.

**Relevant Clients:**

- Atherton, CA
- Bellingham, WA
- Birmingham, AL
- Big Bear, CA
- Billerica, MA
- Boston, MA
- Butte County, CA
- Chelsea, MA
- Cleveland, OH
- Coconut Creek, FL
- Columbia, MO
- Columbus, OH
- Davenport, IA
- DeKalb County, GA
- Fort Worth, TX
- Greenwich, CT
- Hennepin County, MN
- Huntington Beach, CA
- Kauai County, HI
- Los Angeles, CA
- Monterey, CA
- Newburgh, NY
- New Rochelle, NY
- Oshkosh, WI
- Portland, OR
- Raleigh, NC
- San Jose, CA
- Steamboat Springs, CO
- Sterling Heights, MI
- Westport, CT

**Years of Experience:** 9

**Education:**

BS, University of Oregon, Geography  
 Certificate, Portland State University, GIS  
 Certificate of Programing, Epicodus  
 Vocational School

## JAMES BOUZIANE

CONSULTANT, MATRIX CONSULTING GROUP

**JAMES** has over 25 years of progressive experience leading, managing and providing vision and direction to the fire service. His focus is on ensuring the effective delivery of fire, EMS, and emergency management services to the community.

James has worked on several recent projects since joining the Matrix Consulting Group, including serving as an analyst on the North County (CA) fire study, Phoenix (AZ) fire study, Keizer (OR) fire study and Santa Clara County (CA) fire study.

### Experience Highlights

**Sunnyvale, CA:** James served as a Deputy Chief with the City of Sunnyvale Department of Public Safety and has extensive experience in all aspects of the fire service. He worked at all levels of the organization, including public safety officer, lieutenant, captain, battalion chief and Deputy Chief. He specifically led efforts for the Department in hiring, cultural awareness/diversity, training, and fire prevention.

**North County FPD (CA):** James was an analyst on this project that examined community risk and development of a standards of cover document and strategic plan for the North County Fire Protection District. Key findings/ achievements of the project:

- Improving the process and inclusion of personnel in policy revisions.
- Recommendations for improving turnout and travel time performance.
- Long-term funding options for the funding and infrastructure needs of the District to include facilities and apparatus.

### Role on This Engagement:

James will serve as a project analyst.

### Relevant Clients:

- AZ Phoenix
- CA North County FPD
- CA Santa Clara County
- ID Boise
- OR Keizer
- TX Cedar Hill

Years of Experience: 25+

### Education:

BA Public Administration, University of San Francisco

MPA Public Administration, Golden State University

## 4 Experience

As described in this section and the proposal, we have the proven track record, experience and resources to fully perform the work associated with this project.

### 1. Description of the Firm

Founded in 2002, the Matrix Consulting Group was formed by senior government consultants who created it to pursue a service in which experienced people perform the work necessary to solve client problems and assisting them to prepare for the future. Our only business is the delivery of management analytical services to local government.

Our firm is incorporated in California and maintains two offices there. As a national firm, we also have offices in Portland (OR), Dallas area, St Louis area, Tampa area, and Charlotte (NC). We currently have 24 full-time and 4 part-time staff.

Recently, we created an international subsidiary, MCG Consulting Solutions, to better serve our international clientele. Our Canadian subsidiary has an office outside of Halifax, Nova Scotia, where we have two employees.

The Matrix Consulting Group project team has conducted studies of more than 400 fire and emergency medical service agencies throughout the United States and in Canada. Our services in police consulting are varied and include:

- Fire service staffing and deployment studies
- Master planning and strategic planning
- Standard of cover studies
- Feasibility assessments

The firm and project team have extensive experience conducting fire and emergency service consolidation feasibility and merger support, including the evaluation and assessment of organizational structures, asset location, financial models, and governance models. The table, below, provides a sample of other areas where we have conducted this type of work for clients:

Contract Service Evaluations	Feasibility Studies	Consolidation Analyses	Countywide Studies
<b>Campbell, CA</b> <b>Indio, CA</b> Medina, MN <b>Orange County, CA</b> <b>Pacific Grove, CA</b> <b>Pomona, CA</b> Reno/Washoe City, NV Sacramento, CA Seminole, FL	Berlin, NH Coral Springs, FL Grants Pass, OR <b>Highland, CA</b> Jefferson County, OR Parkland, FL Sarasota County, FL Scottsdale, AZ Sterling, IL	Brooklyn Center, MN Cleveland Suburbs, OH Clackamas, OR Keller/Westlake, TX <b>La Mesa/Lemon Grove, CA</b> Lincoln, Rhode Island North Utah County, UT <b>San Rafael/Marin, CA</b> <b>Saratoga/Sara. FPD, CA</b>	Albemarle County, VA Lee County, FL <b>Mercer County, CA</b> Mesa County, CO <b>Placer County, CA</b> <b>San Mateo, CA</b> <b>Santa Clara City, CA</b> Seminole County, FL <b>Stanislaus, CA</b>

Our team’s fire and emergency medical service analytical experience includes over 350 projects throughout the country, including these sample assignments:

Amesbury, Massachusetts	<b>Dixon, California</b>	<b>Pacific Grove, California</b>
Anchorage, Alaska	Fort Lauderdale, Florida	Peoria, Illinois
Augusta, Maine	<b>Highland, California</b>	Portland, Oregon
Bedford, New York	<b>Indio, California</b>	Pueblo, Colorado
Bellingham, Washington	<b>Los Banos, California</b>	Reno, Nevada
Boston, Massachusetts	<b>Monrovia, California</b>	<b>Sacramento, California</b>
Chelsea, Massachusetts	<b>Monterey, California</b>	Steamboat Springs, CO
Columbus, Ohio	New Rochelle, New York	Westport, Connecticut
<b>Dinuba, California</b>	North Kingstown, RI	<b>West Sacramento, California</b>

We are currently completing fire studies for **North County (CA)** and Phoenix (AZ).

## 2. Similar Project Experience

The Matrix Consulting Group prides itself on providing reliable and timely services that are on time and on budget. The following former clients can attest to the quality of work for fire and consolidation feasibility studies recently completed by our firm.



**Dixon and Dixon Fire Protection District, California**

The Matrix Consulting Group was retained by the City of Dixon to develop a long-range strategic plan and Standards of Cover/Community Risk Assessment for the City and Fire Protection District.

**Standards of Cover and Strategic Planning Study**

Andi Horigan  
Administrative Manager  
(707) 678-7060  
[ahorigan@cityofdixon.us](mailto:ahorigan@cityofdixon.us)

The study examined the fire protection system and identify areas the Department could be more effective and efficient in serving the community. The study found opportunities to improve call processing and turnout times. Recommendations also included increasing minimum engine company staffing from 2 to 3 personnel, constructing a new station to serve the growing SW areas of the City and improving involvement of fire prevention in the planning process of the City.

**Keller and Westlake, Texas**

**Feasibility Study**

Mark Hafner  
City Manager  
(817) 743-4007  
[mhafner@cityofkeller.com](mailto:mhafner@cityofkeller.com)

Keller and Westlake retained the Matrix Consulting Group to examine the feasibility of consolidating the fire and EMS Departments in the two communities. The Departments current share several regional services, including emergency dispatch and police services.

The study found there were few operational benefits from consolidation, but there were opportunities for administrative consolidation. Long-term, the communities would benefit from constructing one station to serve the growing areas of northwestern Keller and western Westlake. This showed capital savings of \$7 million and annual savings of \$3 million.

**Oshkosh, Wisconsin**

**Staffing and Deployment Study**

Mike Stanley  
Fire Chief  
(920) 236-5235  
[MStanley@ci.oshkosh.wi.us](mailto:MStanley@ci.oshkosh.wi.us)

The firm examined the staffing, deployment and operations of the Fire Department. The study examined the current staffing, deployment, response capabilities, response times and available resources of the Fire Department.

The study found issues regarding the capturing of call processing times, issues with interfacility transfer costs compared to revenues, gaps in fielding an effective response force in some areas.

### 3. Services Offered

We provide as wide range of services to local government, as the table below demonstrates.

**Law Enforcement**

- Staffing analysis
- Patrol scheduling and deployment
- Patrol beat redesign
- Community policing
- Management studies
- Regionalized & consolidation feasibility
- Overtime audits
- Projections and growth impact

**Fire and EMS**

- Master and strategic plans
- Station location planning
- Staffing analysis
- Scheduling and deployment
- Standard of coverage
- Regionalized & consolidation feasibility
- Management studies
- Contract compliance audits

**Emergency Communications**

- Staffing analysis
- Operations analysis
- Consolidation feasibility
- Implementation assistance

**Corrections and Justice**

- Operational analysis
- Staffing analysis
- Needs assessments and master plans
- Community corrections alternatives

**Financial Services**

- Full cost allocation plans
- Cost of services
- User fees
- Development impact / Nexus
- Billable/hourly rates
- Internal controls audits
- Community Development**
- Permit streamlining
- Organization and staffing studies
- Permitting software decisions
- Customer service
- Service level standards

**Administrative**

- Organizational assessments
- Staffing analysis
- Performance management
- Shared services analysis
- Compliance audits
- Information technology
- Process improvement
- Strategic planning

**Public Works and Utilities**

- Organizational assessments
- Staffing analysis
- Infrastructure assessments
- Preventive maintenance needs
- Fleet management
- Engineering analysis

**Fleet Management**

- Program and operational analysis
- Fleet replacement planning
- Fleet size and composition
- Fleet maintenance
- Contract feasibility and compliance
- Technology and mgmt. reporting

**Parks, Recreation, and Libraries**

- Master and strategic planning
- Staffing and program analysis
- Customer service
- Park condition assessments

**Citywide and Countywide**

- Organizational assessments
- Strategic planning
- Staffing analysis
- Management analysis
- Customer service
- Shared services

**Higher Education**

- Administrative services
- Campus security
- Organizational and staffing analysis
- University-city contract services

**State**

- Administrative services
- Organizational and staffing analysis

## 5 Price

The Matrix Consulting Group is proposing to conduct the study at a not-to-exceed cost of **\$47,500**, as described below:

	Project Manager	Senior Manager	Consultants	Cost
Initiation/Interviews	8	24	16	\$8,600
Current Situation	8	32	40	\$13,200
Future Opportunities	4	24	24	\$8,700
Draft / Final Report	8	32	40	\$13,200
<b>Total Hours</b>	<b>28</b>	<b>112</b>	<b>120</b>	<b>260</b>
Hourly Rate	\$225	\$200	\$125	
Total Professional Fees	\$6,300	\$22,400	\$15,000	<b>\$43,700</b>
Project Expenses				<b>\$3,800</b>
<b>Total Project Cost</b>				<b>\$47,500</b>

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount. We are also amenable to alternative invoicing arrangements.

## 6 Project Timeline

In order to achieve the timeline desired by the City, the Matrix Consulting Group proposes to conduct this assignment over a period of 14 weeks but is committed to remain available to the City to assist with any issues related to the implementations of recommendations both short and long-term that are a result of this project.

The following table illustrates the project timeline as proposed:

	1-2	3-4	5-6	7-8	9-10	11-12	13-14
Initiation	█						
Stakeholder Input	█	█					
Current Situation		█	█	█			
Future Opportunities				█	█		
Draft / Final Report						█	█

The Project Manager is responsible for ensuring each of the major tasks are completed according to the timeline established above.

## 7 Evaluation

Ensuring the successful completion begins during the interview phase of the study where we obtain input from the key stakeholders regarding what a successful study means to them. We develop this initial input to ensure that stakeholder needs related to making informed decisions related to the changes recommended can be made.

We will also meet several times with the Ad Hoc Committee during the study process to ensure our facts are correct and proposed recommendations have been fully analyzed.

The draft report is also reviewed by the client and further edits made before it is finalized. This ensures there are no surprises in the final report all areas of importance have been fully analyzed and have sufficient detail to allow change to be accepted and recommendations from the study implemented.

## 8 Clients/References

This section of our proposal provides information about the last ten (10) clients for which we have provided fire consulting services.

1. **North County Fire Protection District (CA)** – The final report has been accepted and a presentation to the Board scheduled for July 28, 2022. No recommendations or changes have been implemented to date.
2. **Columbus (OH)** – The final report has been accepted and the City is planning on expanding the scope of the study to include a comparative analysis of similar cities and recommendations to change how units are staffed and the types of units deployed to achieve cost savings while not reducing service levels to the citizens of Columbus.
3. **Fremont (NE)** – The City is moving forward with planning for the second station recommended in the report and increasing daily staffing levels to reduce the impacts of frequent call-backs on fire personnel.
4. **Highland Beach (FL)** – The town is moving forward with forming a town operated fire department vs. contracting with Delray Beach for services. Voters have approved a tax increase to fund the department and the Town is currently in the process of obtaining an EMS license to provide ambulance transport services in a fire-based EMS system.
5. **Keller and Westlake (TX)** – The City of Keller is working with the Town of Westlake to determine the next steps toward consolidating the fire departments. Currently a contract is in place for shared administrative services, but further efforts for consolidation have stalled due to the Town wanting to be the host agency, which the study found was not in the best interest of either organization.
6. **Lauderdale-by-the-Sea (FL)** – The Town is working with the volunteer fire department to renegotiate the contract with the VFD for services that improves service levels and accountability of the VFD to the Town.
7. **Greenwich (CT)** – The Town has contracted with an architectural firm to determine the needs and cost of converting the Round Hill fire station from a volunteer station to a career station, performance standards for call processing, turnout and travel times have been adopted and the response matrix policy revised to ensure

the fire department is not over responding, by sending too many apparatus to low priority incidents.

8. **Palm Desert (CA)** – The City is continuing to work with CALFIRE to implement the staffing changes and plan for a 4<sup>th</sup> fire station to serve the City as a result of the recommendations in the Study.
9. **La Quinta (CA)** – The City is continuing to work with CALFIRE to improve capturing of response time performance data and has revised the staffing of engine companies to ensure a supervisor is assigned to all engines. Longer term they are using the planning analysis from the study to plan the timing and location of a 4<sup>th</sup> station to serve the City.
10. **Sandwich (MA)** – The Town is working with the Union to negotiate moving to a 3-platoon staffing plan to reduce overtime. There is also a plan to add one position on each shift to further reduce overtime by ensuring staffing will cover the use of leave by fire personnel.



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July 5, 2022

City of Sebastopol  
Office of the City Manager  
Attn: Larry McLaughlin, City Manager  
7120 Bodega Avenue  
Sebastopol, CA 95472

RE: Fire and Emergency Service Delivery Study RFP

Dear Mr. McLaughlin:

AP Triton, LLC (Triton) is pleased to submit a proposal in response to the City of Sebastopol's (City) Request for Proposals (RFP) to complete a Fire and Emergency Service Delivery Study. Triton has developed the enclosed proposal consistent with the City's RFP and is proposing to evaluate the current and potential future fire services delivery to the City of Sebastopol, including an analysis of the retention of the City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model or a Consolidation of City of Sebastopol Fire Department with Gold Ridge Fire Protection District.

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, fire prevention, and life-safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.

AP Triton takes pride in only contracting with the most experienced and qualified public safety consultants. We match our consultants' skills and expertise to each client's specific needs. We approach every project as if it were our sole priority. In light of these factors, AP Triton is the best choice for meeting or exceeding the City's expectations and providing you with the recommendations to most efficiently and effectively utilize your resources now and plan for changes in the future.

We have assigned Ken Kehmna, AP Triton's Administrative Services Business Unit Leader, as the Project Manager (PM). Mr. Kehmna is an experienced and knowledgeable PM. If you have questions regarding his qualifications or about our attached response, please contact Mr. Kehmna at (458) 256-9440 or at kkehmna@aptriton.com, or me at (707) 266-4309 or khenke@aptriton.com.





1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "KPH", is written over a light blue horizontal line.

Kurt P. Henke  
Principal/Managing Partner

Enclosure

cc: Ken Kehmna



*City of*  
**Sebastopol**  
**Fire Department**  
**Sebastopol, CA**

Proposal to conduct a

# **Fire & Emergency Services Delivery Study**

**July 2022**



**AP TRITON**  
VISION • INNOVATION • SOLUTIONS

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## Project Understanding

AP Triton, LLC (Triton) understands that the intent of this project is to provide an unbiased, third-party evaluation of the current and potential future fire services delivery to the City of Sebastopol including an analysis of the retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model or a Consolidation of City of Sebastopol Fire Department with Gold Ridge Fire Protection District. AP Triton offers to provide a detailed analysis and evaluation of services, along with recommendations for increased efficiency and effectiveness.

The analysis and determinations to be developed will be designed to provide the City of Sebastopol Fire Department and elected officials with necessary elements as identified within the RFP. We believe that the detailed scope of work included with this proposal accomplishes those tasks in an ordered and methodical way. The study and subsequent report will develop an analysis of present resources available to meet emergency services requirements, including an inventory of personnel, apparatus, and equipment. The final report will identify departmental strengths, weaknesses, and differences, and provide recommendations to the City of Sebastopol management and City Council. The recommendations provided will be supported by legal requirements, industry standards, benchmarks, and/or best practices.

The following pages of this proposal will contain the Scope of Work and other information to address the requirements described in the RFP.

## Project Scope of Work

The following represents the Scope of Work (SOW) prepared by AP Triton based on the requirements contained in the City of Sebastopol's request for proposals (RFP). The various sections and tasks have been developed specifically for this project.

### Section One—Project Initiation

#### Task 1-A: Project Initiation & Development of a Work Plan

Using remote conferencing software, Triton will conduct a virtual meeting with the City of Sebastopol and Sebastopol Fire Department project team and/or liaisons. The purpose will be to develop a complete understanding of the organization's background, goals, and expectations for the project.

Triton's Senior Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and the City of Sebastopol representative(s), determine communications processes, and identify logistical needs for the project.

#### Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from the Sebastopol Fire Department, City of Sebastopol, and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. The documents and information relevant to this project will include, but not be limited to, the following:

- Any past or current studies relevant to the Sebastopol Fire Department
- Sebastopol General Plan
- Current city census and demographic data
- SFD administrative and operational standard operating guidelines (SOG)

- City zoning maps and zoning codes
- Current SFD service delivery and objectives
- Any current mutual and automatic aid agreements
- SFD organization chart
- Fire station facility(s) and apparatus inventories
- Historical City of Sebastopol and Sebastopol Fire Department financial data, including debt information, recurring and non-recurring revenue and expenditures, long-rang financial plans and projections, any fire department capital improvement plans
- Local collective bargaining agreement(s), if applicable
- Historical records management data, including National Fire Incident Reporting System (NFIRS) incident data
  - Computer-Aided Dispatch (CAD) incident records
- Basic information and organizational data concerning the Gold Ridge Fire Protection District (GRFPD)
- Any other documents and records necessary for the successful completion of the project

### **Task 1-C: Stakeholder Input & Field Work**

The Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders. Some information may be acquired through the use of electronic forms and/or telephone interviews. Individuals will include, but not be limited to:

- Sebastopol City Manager/City Attorney and any interested City Council members
- Fire Chief, any administrative support personnel, and command staff
- Representatives from the Sebastopol Planning, Administrative Services, and Building & Safety departments
- Random group of SFD volunteer firefighters and officers
- Representative(s) of the Sonoma County Local Agency Formation Commission (LAFCO)
- Representative(s) of the Gold Ridge Fire Protection District (GRFPD)
- Any other individuals or agency representatives who may contribute to the success of this project

From these interviews, Triton will obtain additional information and perspective on the operational, economic, and policy issues facing the organization.

## Section Two—Evaluation of Current Conditions

The initial phase of the study focuses on a baseline assessment of the current conditions and current service performance of SFD. Triton will conduct an organizational analysis of the department based on the elements included in the following tasks. The purpose of this evaluation is to assess the department's operations and infrastructure in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

### Task 2-A: Overview of the Sebastopol Fire Department

An overview of SFD and the City of Sebastopol will be developed, including:

- Service area population and demographics
- History, formation, and general description of the fire department
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Organizational design
- Any other relevant information

### Task 2-B: Management & Planning

Triton will review SFD's basic management and planning processes, including:

- Mission, vision, goals, objectives, if applicable
- Internal assessment of critical issues and future challenges
- Internal and external communications processes
- Reporting, recordkeeping, information technology systems
- Review and evaluate the adequacy of any current planning processes
- Review elements of tactical, strategic, and operational planning within SFD
- Review long-range or other planning efforts

### Task 2-C: Financial Overview

Triton will review the existing financial status of the City of Sebastopol and SFD to include but not be limited to:

- Sources of recurring and non-recurring revenue, including property taxes
- Current and historical budgets and projected revenue and expenditures for the next three to five years or longer
- Review of capital facilities and apparatus replacement and improvement plans
- Any other issues related to revenue, expenditures, and annual budgets
- Identify alternative revenue sources and other methods for cost recovery

### Task 2-D: Staffing & Personnel

Triton will review SFD's staffing and personnel. Tasks to be completed include:

- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels of volunteers
- Review staff allocation to various functions and divisions
- Analyze current deployment methods and staffing performance for incidents
- Review utilization of volunteer companies
- Review responsibilities and activity levels of volunteer personnel and any career staff

### Task 2-E: Capital Facilities & Apparatus

Triton will review the status of current major capital facilities (fire station and apparatus) and analyze needs relative to the existing condition of these assets and their viability for continued use in future service delivery, including:

**Facilities**—Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Future viability
- Code compliance
- Staff facilities
- Efficiency



**Apparatus & Other Vehicles**—Review and make recommendations regarding the inventory of fire apparatus, command units, other vehicles, and other capital equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulation compliance
- Future needs

### **Task 2-F: Service Delivery & Performance**

To the extent data is available, Triton will review and observe areas affecting service levels and operational performance. These will include, but not necessarily be limited to:

- Resource Distribution Study
  - Overview of the current facility and apparatus deployment strategy, analyzed through GIS software, with identification of service gaps and redundancies in initial unit arrival
- Resource Concentration Study
  - Analysis of company and staff distribution as related to effective response force (ERF) assembly
  - Analysis of response time performance capability to achieve full ERF
- Response Reliability Study
  - Current workload, including unit hour utilization (UHU)
  - Analysis of call concurrency and impact on ERF assembly (resource drawdown)
  - Analysis of call concurrency and impact on resource exhaustion
  - Review of actual or estimated failure rates of individual companies
- Other analyses necessary to determine operational performance
- Historical performance summary
  - Analysis of actual system reflex time performance, analyzed by individual components
- Impact of mutual and automatic aid systems
- Any other analyses necessary for the successful completion of the study

## Task 2-G: Population Growth & Service Demand Projections

The next section is an assessment of the future community conditions, service demand, and fire protection risks that the organization can be expected to serve. Triton will conduct an analysis of community growth projections and interpret their impact on emergency service planning and delivery.

- An interpretation of available census and community development data will be provided, indicating:
  - Population history
  - Census-based population growth projections
  - Community planning-based population growth projections
- Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand

## Task 2-H: Support Programs

Triton will review and make overall observations involving support programs for the following:

- Training & Continuing Education Programs
- Life Safety & Prevention Programs
- Any other relevant programs

## Task 2-I: General Overview of the Gold Ridge Fire Protection District

Triton will develop a general description of GRFPD, its infrastructure, operations, and other relevant information. The purpose of this overview is to evaluate GRFPD as it relates to the needs of SFD.

- Service area population and demographics
- General description of GRFPD
- Description of the current service delivery infrastructure, operations, and deployment
- Administrative and operational staffing and scheduling
- Basic inventory and evaluation of fire stations and vehicles
- Governance and lines of authority
- Basic financial overview
- Organizational design
- Any other relevant information

## Section Three—Consolidation of City of Sebastopol Fire Department with Gold Ridge Fire Protection District

Triton will use the completed baseline assessment of each agency to identify opportunities and feasibility of consolidation with GRFPD or other forms of shared services with SFD. The project team will identify areas of duplication that can be reduced, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts. It should be noted that the combining of a fire protection district with a city fire department has specific legal considerations, including financial considerations.

Items in this section of the report include but are not limited to the areas listed below. The detailed information provides elected officials with the information necessary to make important decisions regarding emergency services whether through an enhanced and expanded department or through partnering with another agency. Included are:

### Task 3-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach, and ending with complete consolidation of the agencies into an existing emergency service provider. The following alternatives will be evaluated and discussed:

- Status Quo
- Administrative, functional, or operational collaborations or a combination thereof
- Legal unification, including consolidation, annexation, or reorganization options

### Task 3-B: Fiscal Analysis

Triton will analyze budgets for each agency to allow a comparative examination of the costs and as a tool for analyzing the financial effects of any type of functional collaboration or legal unification (consolidation or reorganization) strategy. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified, and comprehensive financial outcomes are provided for each strategy offered.

- Review and analyze district budgets and revenues
- Review separate budgets
- Develop a projected consolidated budget extending to a minimum of five years
- Identify financial issues of functional collaboration or legal consolidation
- Identify areas of short- and long-term savings and costs

A fiscal analysis is an important component of the emergency services evaluation. Long-term survival of an emergency services system requires that the system be adequately funded. The analysis will address the financial differences between a fire department and a fire district. Triton will use the analysis to determine the fiscal state of each agency and develop recommendations on improving the financial resources available for emergency services.

## Section Four—Findings & Recommendations

In this section, Triton will address any significant findings and observations and develop strategies and recommendations to include, but not be limited to, the following:

### Task 4-A: Findings & Observations

Triton will:

- Identify and describe any significant findings and observations that should be considered and addressed
- Determine and compare the advantages and disadvantages of 24-hour staffing
- Identify the advantages and disadvantages of consolidation with the GRFPD

### Task 4-B: Staffing Recommendations

Triton will:

- Determine strategies, recommendations, and processes for implementing 24-hour staffing at the Sebastopol Fire Department
- Identify advantages and disadvantages of 24-hour staffing

### Task 4-C: Partnering Strategies, Including Consolidation Recommendations

Based on its analyses, observations, stakeholder interviews, and other sources of information, Triton will make recommendations regarding the potential partnering strategies with GRFPD.

### Task 4-D: General Recommendations

During the study process, Triton may identify issues or areas for improvement and make recommendations accordingly.

### Task 4-E: Financial Implications & Forecasts

#### *Conversion to a Different Staffing Model*

- Determine costs per parcel for any additional funding required
- Identify costs for staff, equipment, and any additional infrastructure
- Identify potential additional revenue sources
- Develop a five-year financial forecast

**Provision of Service with GRFPD**

- Identify cost and tax implications
- Any other financial impacts
- Develop a five-year financial forecast

**Section Five—Review & Completion of the Final Report****Task 5-A: Development & Review of the Draft Report**

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of the City of Sebastopol and SFD. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report before finalization. The report will include:

- Detailed narrative analysis of each report element written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

**Task 5-B: Publication of the Final Report**

Following a final technical review and approval by Sebastopol and SFD, Triton will provide a total of three printed and bound copies and an electronic version (PDF format) of the report.

**Task 5-C: Presentation of the Final Report**

Triton will conduct a final presentation of the report to representatives of the City of Sebastopol, Sebastopol Fire Department, and any other individuals or groups as requested. The presentation will include:

- A summary of the nature of the report, methods of analysis, primary findings, and critical recommendations
- An audio-visual presentation of the study
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers

All presentation materials, files, graphics, and written material will be provided to the City of Sebastopol at the conclusion of the presentation(s).

## Optional Section Six—Sebastopol Fire Department and Gold Ridge Fire Protection District Application to the Local Agency Formation Commission (LAFCO)

Utilizing the results from the preceding sections, Triton will provide the required analysis to comply with Government Codes §56650 et seq and Sonoma County LAFCO Policies and Procedures. The previous sections have been designed to comply with the standard LAFCO requirements.

### Task 6-A: LAFCO Procedures & Requirements

Triton and Policy Consulting Associates (PCA) will collaborate in the development of required application materials and policies to submit the application to LAFCO for necessary organizational changes to achieve the goals of the City. Note that Triton will not be responsible for application fees, mapping, and legal description.

Following the development of the application requirements, information requests will be developed to ensure a comprehensive review is compiled that meets all legal requirements, as well as the Sonoma County LAFCO Policies and Procedures.

Triton will rely on the environmental review conducted by the appropriate agency.

### Task 6-B: Guidance & Input on LAFCO Law & Policy

PCA will assist Triton in providing guidance and support as the Project Team compiles the applicable sections of the project. Application and required studies will be developed to ensure the needs of Sonoma County LAFCO and applicable California Codes.

### Task 6-C: Commission Hearing to Deliberate Proposed Application

Triton will:

- Triton will communicate with the Executive Officer to answer questions or provide additional information
- Triton will develop a presentation to the Commission with the approval of the Executive Officer
- Triton will make a presentation at the Commission meeting if requested by the Commission

## Estimated Project Timeline & Fee Proposal

### Project Completion Timeline

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of the City of Sebastopol, SFD, and AP Triton. The timeline will not begin until Triton has been provided with *all* information and data necessary for the successful completion of the project. Triton will make every effort to complete the project in less time than anticipated.

**Estimated Time to Complete the Project: 6–8 months**

### Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses, **except that the client is responsible for all necessary application fees, mapping, and legal description.**

Project Section	Fees & Expenses
<b>Section 1:</b> Project Initiation	\$18,589
<b>Section 2:</b> Evaluation of Current Conditions	\$10,676
<b>Section 3:</b> Consolidation Options	\$2,500
<b>Section 4:</b> Findings & Recommendations	\$6,767
<b>Section 5:</b> Review & Completion of the Final Report	\$8,844
<b>Optional Section 6:</b> <i>SFD and GRFPD Application to the LAFCO</i>	\$24,100
<b>Proposed Project Fee (not including Optional Section 6):</b>	<b>\$47,376</b>
<b>Proposed Project Fee (with option will not exceed):</b>	<b>\$71,476</b>

### Payment Schedule & Invoicing

- 10% payment due upon signing of the contract
- Monthly invoicing thereafter as work progresses until 95% of project has been completed
- Final 5% due upon project completion
- Additional hours will be billed at a rate of \$160/hour for the Senior Project Manager and \$120/hour for consultants plus any additional travel expenses

### Cost Quotation Information

- The bid quotation is valid for 90 days
- Triton Federal Employer Identification Number: 47-2170685

## About AP Triton

### Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.

- **Address:** 1309 Coffeen Avenue, Suite 3178, Sheridan, WY 82801
- **Phone:** 833.251.5824 (toll free)
- **E-Mail:** info@aptriton.com
- **Website:** www.aptriton.com

### About AP Triton

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, special events and filming, fire prevention, and life-safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.

AP Triton was founded on the need to provide innovative solutions to public safety departments. For too many agencies, creative thinking is not part of the status quo. AP Triton is able to bring our experience to enable long-term, creative, and sustainable solutions specialized to your local issues. With decades of experience in public safety departments of all sizes, AP Triton is well suited to evaluate the Sebastopol Fire Department as it is today and deliver the best recommendations for the future.

Since 2014, AP Triton has been providing consultation for EMS Systems, system design, system assessments, and strategic planning for EMS Agencies in the State of California. We are the leading consultants in the State of California with expert knowledge in:

- Private ambulance systems, public ambulance systems, and mixed systems, including contracting.
- State and local standards for services related to EMS System design.
- Fire-based and non-fire-based EMS Systems.
- Current and upcoming EMS legislation.
- Development of system assessments, strategic plans, and RFPs for emergency ambulance services consistent with the requirements of the State of California.



We have extensive experience in valuing fire protection and EMS delivery systems, as well as accessing both revenue and federal cost recovery programs, such as Ground Emergency Medical Transport (GEMT) and Inter-Governmental Transfer (IGT).

AP Triton has helped agencies across the country capture over \$1.2 billion in additional revenue over the last six years, which in turn has been reinvested back into the communities in the form of improved services, decreased response times, and increased safety measures.

### **Triton's Approach to Projects**

Triton's approach to projects represents our complete understanding of your expectations. Our experience in working with fire departments, fire districts, and EMS organizations, as well as other emergency services agencies, includes a wide variety of communities throughout the United States. Key elements of Triton's methodology include:

- A complete understanding of the project background, goals, and objectives, as well as the complex issues that must be addressed.
- A comprehensive, well-designed, and practical scope of work (SOW) and workplan that enables substantial input from the key stakeholders, leadership, and other individuals.
- Use of state-of-the-art GIS mapping, computer modeling, and data analysis tools, web-based communications technology, and many other sophisticated tools and technologies.
- Triton's project methodology is augmented by the utilization of web-based and other communication technologies. We will utilize the Dropbox application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout every phase of the project. In addition, Triton utilizes GoToMeeting conferencing software to assist with client communications and various presentations.
- Utilization of experienced subject matter experts (SME) in the fire service, EMS, and other related emergency services disciplines, as well as individuals with expertise in GIS and data analysis.
- Commitment to successfully complete our projects and deliverables within the time requested and in a manner that would meet or exceed expectations.

## Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services.

## Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

## Appendix A: Qualifications of the Project Team

### Ken Kehmna MS, BA

Senior Associate/Administrative Services Business Unit Leader



#### Summary of Qualifications

Chief Kehmna is a highly respected fire service leader with more than 35 years of service and over 15 years at the executive management level. Prior to being appointed Fire Chief, he served as Deputy Chief, Battalion Chief, Fire Captain, and in other positions that were key to his development as a chief officer. Chief Kehmna's broad range of experience, commitment to his organization, and dedication to the mission earned him the respect of his peers and the communities he served.

As Fire Chief, he successfully led his organization through the accreditation process with the Commission on Fire Accreditation International. In keeping with his vision for the organization, he oversaw the development and adoption of a new strategic plan, standards of cover, and business plan, which laid the foundation for greater regionalization and diversification of the district's highly effective service delivery model. Leveraging key partnerships and the well-earned trust of the County's administration and elected leadership, Chief Kehmna assumed responsibility for the County's Office of Emergency Management in 2014. Using his experience with building and leading high-functioning teams, Chief Kehmna reorganized the office and assembling a cadre of highly respected experts in emergency management. Building on this success, the chief was then asked to assume responsibility for the County's 911 Communications Center. Chief Kehmna laid out a plan to restructure and restaff the center with a new leadership team. Chief Kehmna's plan successfully installed the highly effective leadership that was necessary, while also providing an essential opportunity for growth and professional development for the center's current Director, and the district's current Fire Chief.

Chief Kehmna also served as Vice-Chair of Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE), which serves as an advisory board to Cal OES on cooperative fire protection agreements, regional fire/rescue policy issues, and to advise the Director of Cal OES on matters of statewide importance. Chief Kehmna's work with FIRESCOPE continues to influence fire service delivery at the local, state, and national levels.

#### Educational Background

- Master of Science – Executive Fire Service Leadership – Grand Canyon University
- Bachelor of Arts – Management – St. Mary's College

#### Professional Experience

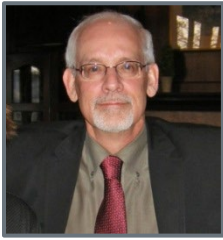
- Fire Chief, Redmond Fire & Rescue
- Fire Chief, Santa Clara County Fire Department
- Deputy Chief, Santa Clara County Fire Department

#### Relevant Experience

- Vice Chair – FIRESCOPE Board of Directors
- Vice Chair – NWCG NIMS Integration Committee
- Approval Authority Member – Bay Area Urban Area Security Initiative
- Member – IAFC Emergency Management Committee
- Member – Western Fire Chiefs Association, Wildfire Policy Committee
- Member – Oregon Fire Chiefs Association, Wildfire Policy Committee

## John A. Stouffer

### Senior Associate/Business Unit Leader



#### Summary of Qualifications

Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1980, he attended the Paramedic Program at Central Washington University and obtained a position with Yakima (WA) Medic One becoming a field paramedic and the organization's first Training Officer. In 1988, he was offered the position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, he has been providing a wide variety of public safety consulting services to clients throughout the U.S. and Canada.

#### Professional Experience

- Western Region Manager, Emergency Services Consulting International (ESCI) (2018–2020)
- Project Manager/Associate Consultant, ESCI
- Technical Advisor/Program Developer, Vision 20/20 & Institution of Fire Engineers
- EMS Research Investigator/Coordinator, Oregon Health & Science University
- EMS Coordinator (Captain), Gresham Fire & Emergency Services
- Managing Partner/Senior Consultant, Pacific Northwest Associates, LLC
- Director, Yakima County Department of Emergency Medical Services
- Training Officer/Paramedic, Yakima Medic One
- Firefighter/EMT-Paramedic/Medical Services Officer | Yakima County Fire District #10
- More than 40 years diverse experience in fire and emergency medical services

#### Educational Background & Certifications

- Central Washington University
- Yakima Valley Community College
- Western Oregon University
- National Fire Academy Incident Command for EMS
- Seattle/King County Resuscitation Academy Fellowship
- Multiple instructor certifications (NFPA I & II, ACLS, PHTLS, WSFST Instructor II, EZ-IO Instructor)
- Numerous advanced-level EMS certifications
- More than 250 hours fire service education, Washington State Fire Service Training

#### Associated Professional Accomplishments

- Project Manager and consultant on a number of fire and EMS projects around the U.S. and Canada
- Co-authored and published a number of international prehospital studies (available on request)
- Authored two guides on Community Risk Reduction for Vision 20/20 (available on request)
- Project Co-Director, King LT Airway Implementation Project for Multnomah County (OR)
- Author, Phases I & II of the Yakima County EMS Master Plan
- Earned fourteen professional awards during his career (available on request)

Note: This is a brief summary of Mr. Stouffer's CV. A complete version can be made available on request.

## Kurt Latipow

### Senior Associate/Vice President



#### Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans, and succession plans/management processes as well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs, and ALS Program Development and Implementation for both transport and engine company-based organizations.

#### Work Experience

- City of Lompoc, CA - Fire Chief
- Washoe County, NV - County Fire Services Coordinator
- City of Ukiah, CA - Fire Chief
- State of California, Governor's Office of Emergency Services – Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA - Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA - Fire Chief
- City of Arroyo Grande, CA - Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA - Battalion Chief/Fire Marshal

#### Education

- National Fire Academy–Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

#### Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West—Building Leaders from Within
- IAFC and League of California Cities 2016 - "The Achilles Heel of Local Government"
- California Fire Chiefs 2016 - "The Why and How of Succession Planning and Implementation"
- League of California Cities 2015 - "Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014 - "Leading Change in the New Reality"
- California Fire Chiefs Association 2012 - "Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012 - Success & Sustainability

#### Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department – Past President
- League of California Cities Public Safety Policy – Past Committee Chair
- International Association of Fire Chiefs – Life Member

Note: This is a brief summary of Mr. Latipow's CV. A complete version can be made available on request.

**Randy Parr****Senior Consultant/Certified Public Accountant****Summary of Qualifications**

Randy has over 45 years of experience in the fire service including over 20 years as a fire chief. He has served in four different fire departments in Texas and Missouri. The agencies have included mid-sized combination fire districts serving a population of 100,000 to a leading a small municipal department's transition from a volunteer-based delivery system to a career-based delivery system. He recently retired after 17 years in a career position as the fire chief for the City of Tomball, a suburb of the City of Houston Texas with an area population of 35,000.

He is a certified public accountant and during his career has served as the chief financial officer of several large regional real estate developers and also served as the City of Tomball interim financial officer. Chief Parr brings his diverse skills to RIT Financial to provide financial management, accounting and reporting systems, internal controls, master planning, and organizational evaluation. He has a track record of focusing on cost effectiveness and efficiency, with a reputation for building regional collaborative solutions. He has advised policy-makers on fire service delivery options, created financial models and has made presentations to larger workshops on such topics as regional collaboration.

**Educational Background**

- Bachelors in Business, Accounting Major, Indiana University, 1970
- Master's in Public Administration, Sam Houston State University, Huntsville, TX, 2016
- Executive Fire Officer Graduate – National Fire Academy
- National Emergency Management Executive Academy – Emergency Management Institute
- Extensive training in leadership, financial management, and planning

**Professional Experience**

- Fire Chief/Emergency Management Coordinator – City of Tomball, TX (2004–2021)
- Fire Chief – Cypress Creek Fire Department, Houston, TX (1999–2004)
- Controller/Financial Officer – Trammel Crow Residential/Gables Residential Trust

**Professional Affiliations**

- Past President, Board of Directors of the Southwest Division of the IAFC
- Southeast Region Director and Treasurer, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team

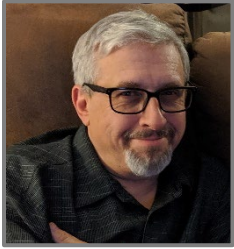
**Associated Professional Accomplishments**

- 2009 recipient of IAFC-VCOS John Buckman Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Led the development of the Standards of Cover and Strategic plan for the Tomball Fire Department

Note: This is a brief summary of Chief Parr's CV. A complete version can be made available on request.

## James Long

### Senior GIS Analyst



#### Summary of Qualifications

Mr. Long has almost 40 years of experience in public safety. His career has included firefighting, paramedicine, EMS personnel management, Computer Aided Dispatch System project deployment, data analysis, public safety software sales, communications coordination, project management, and Geographic Information Systems (GIS) analysis.

His career has been varied and rich exposing him to many aspects of public safety operations including communications/dispatch, data processing and analysis, logistics including fleet services, facilities, and warehouse operations; as well as managing data through different systems and projects.

#### Educational Background

- Bachelor's in Liberal Arts, Pre-Medicine Boston University, Boston MA 1983
- Paramedic Training Program, University of Arizona, Tucson, AZ 1985.
- Numerous National Incident Management training courses
- Numerous Environmental Systems Research Institute (ESRI) training courses
- Fitch and Associates Communications Center Manager Course (CCM)
- Programming and Project Management Training (EdX)

#### Professional Experience

- EMT Paramedic Firefighter
- EMS District Manager
- Computer Aided Dispatch Manager
- Emergency vehicle Repair Service Corporation Partner.
- Sales Executive, Public Safety Software
- President/Partner J and L Long Consulting LLC
- Communications Coordinator
- Firehouse RMS Database Administrator
- GIS Analyst – Senior GIS Analyst
- Fire Department Facilities Project Manager

#### Relevant Experience

- Past President, Arizona Association of Public Safety Communications Officials (APCO)
- Commission on Fire Accreditation International (CFAI) accreditation Data Analyst: 2011 & 2016
- BLS CPR and Advanced Cardiac Life Support instructor (Former)
- Volunteer Board member, Friends of Redington Pass

#### Associated Professional Accomplishments

- 2018 Presenter at ESRI Chief Information Officer Symposium
- 2017 ESRI Achievement in GIS Award
- 2013 Assistance to Firefighters Grant Award – First Watch System

Note: This is a brief summary of Mr. Long's CV. A complete version can be made available on request.

## Jennifer Stephenson MPP Policy Consulting Associates/Principal

Jennifer Stephenson will provide management of the PCA Team contributions to the project. She will be the team's subject matter expert on LAFCo law and requirements, provide policy analysis of the agencies, and review internal drafts. Ms. Stephenson will coordinate closely with project management staff and ensure that the project adheres to established timelines.

Ms. Stephenson is a co-founder and principal of PCA, where she is responsible for regional and municipal research analysis. She has technical expertise in benchmarking, performance evaluation, municipal budgeting, survey design, statistics, and economic modeling. As part of PCA, Jennifer has been involved in review studies for countless LAFCOs, including but not limited to Orange, Santa Clara, Alameda, Placer, and Fresno. She has co-authored incorporation studies, annexation studies, and infrastructure needs assessments. She earned her Master's degree in Public Policy from Pepperdine University, where she was a Forstmann Scholar.

### Relevant Experience

- Co-manager and co-author for Napa Countywide Water and Wastewater MSR and MSR and SOI Updates for the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village for LA LAFCO.
- Serving as an Executive Officer of Plumas LAFCO.
- Serving as Deputy Executive Officer of Sutter, Lassen, and Modoc LAFCOs, and providing staff support services at eight LAFCOs.
- Author and/or project manager of over 250 municipal service reviews and other studies, all completed punctually, within budget, and with complete client satisfaction.
- Operating a successful business with an outstanding reputation for 12 years, overcoming a period of recession in business start-up phase.
- Served as project manager for the Plumas, Santa Clara, Yolo, Amador, Mendocino, Lassen, Calaveras, and Alameda County special district and city MSRs, and other projects.
- Recipient of the 'CALAFCO Outstanding Associate Member of the Year' award
- CALAFCO University and Conference instructor of Understanding Health Care Districts and the Role of LAFCO, Fiscal Health of Fire Protection Districts, Getting to the Nitty Gritty of Consolidation Options, and The New Normal- How the Economy is Affecting Service Provision.
- Primary contributor and project manager of the CALAFCO award-winning Santa Clara Water Municipal Service Review.
- Stephenson assisted with fiscal analysis and analysis of service levels for governance studies conducted of annexation and cityhood in north Los Angeles County and in East Los Angeles.
- Contributed to multi-billion-dollar transportation financial plans for rail systems and goods movement.
- For a regional infrastructure needs assessment for the Southern California Association of Governments, Stephenson analyzed transportation, air quality, water quality, open space, and parks in the 187-city Southern California Association of Governments (SCAG) region.
- Assisted with fiscal analysis and budget projections for economic and fiscal studies for the City of Beverly Hills.



## Appendix B: Projects & Experience

The following is a *partial* list of Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Bodega Bay Fire Department (CA)
- Brea Fire Department (CA)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Central Jackson County FPD (MO)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- Central Kitsap Fire & Rescue (WA)
- City of Colton/Loma Linda FD (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cosumnes Fire Department (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Dixon Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Golden Fire Department (CO)
- City of Fresno Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Grand River Regional Ambulance (MO)
- Gray's Harbor #4/L. Quinault VFD (WA)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Umatilla Fire Department (OR)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Williston Fire Department (VT)

## Project Types

The following is a *partial* list of projects in which the members of the Project Team for this study have either served as the Project Manager or participated in. Our team has participated in dozens of studies throughout the United States.

### Project Description

- Ambulance Services Study:
- Annexation Study (3 districts):
- Community Risk Assessment/Standards of Cover:
- Community Risk Assessment/Standards of Cover:
- Consolidation Feasibility Study:
- EMS Service Delivery Study:
- EMS System Evaluation:
- Facilities Master Plan, FD Master & Strategic Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Optimization Study:
- Prevention Fee Study:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

### Organization

- Modesto FD/Stanislaus County OES (CA)
- Contra Costa County FPD (CA)
- Coalinga Fire Department (CA)
- San Ramon Valley Fire Protection District (CA)
- Elk Creek Fire Protection District (CO)
- Burbank Fire Department (CA)
- Truckee Meadows Fire Protection District (NV)
- Redmond Fire & Rescue (OR)
- Golden/Fairmount/Pleasant View FDs (CO)
- Clackamas Fire District 1 (OR)
- Williston Fire Department (VT)
- Montecito FPD (CA)
- Pflugerville Fire Department (TX)
- Oakland Fire Department (CA)
- Merced Fire Department (CA)
- Napa Fire Department (CA)
- Truckee Meadows Fire Protection District (NV)
- Templeton Fire & Emergency Services (CA)
- Fairfield Fire Department (CA)
- Whitefish Fire Department (MT)
- Brigham City Fire Department (UT)
- Alameda County Fire Chiefs Association (CA)
- Suisun City Fire Department (CA)
- Aspen Fire Department (CO)
- Blaine County Ambulance Service District (ID)
- Pflugerville Fire Department (TX)

## Appendix C: Client References

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided. **The resulting client actions are bolded where applicable.**

Montecito FPD & Carpinteria-Summerland FPD (California)			
<b>Project Title &amp; Description:</b> <b>Fire Station Location Study &amp; Community Risk/SOC</b>			
AP Triton was engaged to develop a comprehensive fire station location study with the intent of determining if a shared facility is feasible. In addition, the study includes a variety of elements that entail community risk assessments and a standards of cover analysis. <b>To follow-up, the districts each contracted Triton to facilitate a Customer-Centered Strategic Plan.</b>			
<b>Contact Name/Title:</b>	MFPD Chief Kevin Taylor/CSFPD Chief Greg Fish	<b>Year:</b>	2021
<b>Client Phone:</b>	805.969.7762/805.566.2450		
<b>Client E-Mail:</b>	ktaylor@montecitofire.com/g.fish@csfd.net		
<b>Project Manager:</b>	Kurt Latipow	<b>Status:</b>	Completed

Elk Creek FPD/Inter-Canyon FPD/North Fork FPD/Indian Hills FPD (Colorado)			
<b>Project Title &amp; Description:</b> <b>Fire Protection District Cooperative Services Study</b>			
Triton was retained to conduct a comprehensive study to determine the feasibility of some form of consolidation of four fire protection districts in Colorado. Triton conducted a full analysis of each district that included service delivery, financial status, staffing, fire stations and apparatus inventory, and much more. The study concluded with a recommendation that all four districts consolidate, and included a new organizational structure, staffing configuration, costs, general recommendations, and an implementation plan. <b>The districts are currently evaluating information in the recently completed Collaborative Services Study.</b>			
<b>Contact Name/Title:</b>	Fire Chief Jacob Ware, Elk Creek FPD	<b>Year:</b>	2021
<b>Client Primary Phone:</b>	303.816.9385	<b>Client E-Mail:</b>	jware@elkcreeksfire.org
<b>Triton Project Manager:</b>	John Stouffer	<b>Status:</b>	Completed

**Contra Costa County FPD/East Contra Costa FPD (California)**

**Project Title & Description: Phase One: Annexation Financial Feasibility Study**

Triton was retained by the fire districts to conduct an analysis and determine the financial efficacy of CCCFPD annexing ECCFPD, and to make recommendations accordingly.

**Triton’s analysis demonstrated that annexation was fiscally possible and made recommendations to move forward with Phase Two: Annexation Feasibility Study, which the District contracted Triton to conduct.**

<b>Contact Name/Title:</b>	Lewis Broschard, Fire Chief	<b>Year:</b>	2020
<b>Client Phone:</b>	925.941.3300	<b>Client E-Mail:</b>	Lewis.broschard@cccfd.org
<b>Project Manager:</b>	Kurt Latipow	<b>Status:</b>	Completed

**Clear Creek County (Colorado)**

**Project Title & Description: EMS Agency & Fire Authority Consolidation**

Triton was retained by Clear Creek County to determine the feasibility of merging Clear Creek County EMS (CCEMS) and the Clear Creek Fire Authority (CCFA). **Triton concluded that there were no compelling reasons for the two agencies to merge in the immediate future, and the other issues and problems would need to be addressed first.** In addition, a confidential online survey along with personal interviews determined that very few employees and volunteers at both organizations supported a merger.

<b>Contact Name/Title:</b>	Brian Bosshardt, County Manager	<b>Year:</b>	2021
<b>Client Primary Phone:</b>	303.679.2490	<b>E-Mail:</b>	bbosshardt@clearcreekcounty.us
<b>Triton Project Manager:</b>	John Stouffer	<b>Status:</b>	Completed

**Anaheim Fire Department (California)**

**Project Title & Description: Ambulance Feasibility and Optimization Study**

AP Triton conducted an ambulance feasibility and optimization study for the City of Anaheim **which resulted in the Anaheim Fire Department changing their ambulance system to a model that would give them more control over the system. This also allowed them to increase the amount of unit hours in the system while at the same time increasing the revenue above expenses by approximately \$3 million a year that can now be reinvested into system enhancement.**

<b>Contact Name/Title:</b>	Pat Russell, Fire Chief	<b>Year:</b>	2019
<b>Client Phone:</b>	(714) 765-4000		
<b>Client E-Mail:</b>	prussell2@anaheim.net	<b>Status:</b>	Completed

**Contra Costa County FPD & Other Districts (California)**

**Project Title & Description:** Fire District Annexation Feasibility Study Phase Two

This project is two-phase study for a potential annexation of the East Contra Costa Fire Protection District (ECCFPD) and the Rodeo-Hercules Fire District (RHFPD). Phase one was fiscal projections and current budget information as it relates to the conceptual annexation of East Contra Costa FPD (ECFPD) by Contra Costa County FPD. Additionally, a review will be conducted of the organizational and operational structure that is developed to coincide with the conceptual annexation. Phase Two was a comprehensive feasibility analysis of the annexation of the East Contra Costa Fire Protection District and Rodeo Hercules Fire Protection District. The comprehensive feasibility analysis of the annexation the potential annexations included compliance with all local and state requirements related to the annexation process.

**As of July 2022, "Today marks our arrival at the finish line of a pursuit for improved fire and emergency services that has been years in the making," Contra Costa County Fire Protection District Chief Lewis Broschard said in a statement. "As of today, Con Fire, consisting of the people, facilities, and resources of East Contra Costa Fire and all of our own resources, has begun delivering on the long-awaited promise of enhanced services across our newly expanded jurisdiction."**

<b>Contact Name/Title:</b>	Lewis Broschard, Fire Chief	<b>Year:</b>	2021
<b>Client Primary Phone:</b>	925.941.3300	<b>Client E-Mail:</b>	Lewis.broschard@cccfpd.org
<b>Triton Project Manager:</b>	Kurt Latipow	<b>Status:</b>	Completed

**Golden FD/Fairmount FPD/Pleasant View Fire (Colorado)**

**Project Title & Description:** Fire Department Cooperative Services Study

Feasibility of combining the service areas of the three fire departments, The City of Golden Fire Department, Fairmount Fire Protection District, and Pleasant View Fire Department. Each agency is a political subdivision of the State of Colorado. Triton recommended that the three organizations consolidate. Recommendations included a new organizational structure, staffing, maintenance, and operations expenses, and more.

**Pleasant View and Fairmount will continue to evaluate the merits of the study throughout 2022 with a possible consolidation in 2023.**

<b>Contact Name/Title:</b>	Alicia Welch, City of Golden Fire Chief	<b>Year:</b>	2021
<b>Client Primary Phone:</b>	303.384.8090	<b>Client E-Mail:</b>	AWelch@cityofgolden.net
<b>Project Manager:</b>	Kurt Latipow	<b>Status:</b>	Completed

**City of Long Beach (California)**

**Project Title & Description:**    **Service Optimization Study of the Fire Department**


AP Triton was retained to conduct a comprehensive study of the various components that comprise the fire service delivery system of the Long Beach Department. This includes providing detailed analyses and recommendations including, but not limited to, system models that would produce increased efficiency, guidance toward conformance to workforce initiatives, cost-effectiveness, operational quality improvement, and long-term sustainability. The comprehensive work plan includes a community risk assessment to identify the risk exposures to the community to ensure a complete understanding of the services needed to protect the City's people, property, and economic vitality.

**As a result of the study, the City of Long has chosen AP Triton to conduct an Optimization Study of its EMS system.**

<b>Contact Name/Title:</b>	Xavier Espino, Fire Chief	<b>Year:</b>	2021
<b>Client Primary Phone:</b>	949.230.9577	<b>Client E-Mail:</b>	Xavier.Espino@longbeach.gov
<b>Triton Project Manager:</b>	Richard Buchanan/Kurt Latipow	<b>Status:</b>	In progress

# Appendix D: Triton Certificates of Insurance & Litigation

AP Triton, LLC maintains liability insurance as shown in the following pages. Triton has no past and/or pending litigation or unresolved lawsuits.

Client#: 1626412		APTRI		DATE (MM/DD/YYYY) 4/11/2022			
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>							
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>							
<b>PRODUCER</b> USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516			<b>CONTACT NAME:</b> Kathi Simon PHONE (A/C, No, Ext): 602-666-4827 FAX (A/C, No): 610-537-2283 E-MAIL ADDRESS: kathi.simon@usi.com				
<b>INSURED</b> AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL INSR</b>	<b>SUBR WVD</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>	<b>LIMITS</b>
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			596516681	03/27/2022	03/27/2023	\$1,000,000 Per Claim \$3,000,000 Aggregate \$2,500 Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Proof of Coverage				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03) 1 of 1 #S35608919/M35599008				The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved. NHBZP			

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 04/04/2022														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
<b>PRODUCER</b> USI INSURANCE SERVICES LLC/PHS 41715154 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> NAME: PHONE: (866) 467-8730      FAX: (877) 905-2772 (A/C, No, Ext):      (A/C, No): E-MAIL: ADDRESS:															
<b>INSURED</b> AP TRITON, LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 82801-5777	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A : Atain Speciality Insurance Company</td> <td>17159</td> </tr> <tr> <td>INSURER B : Starstone National Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Atain Speciality Insurance Company	17159	INSURER B : Starstone National Insurance Company	44776	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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<b>CERTIFICATE HOLDER</b> FOR INFORMATIONAL PURPOSES ONLY 1309 COFFEEN AVE STE 3178 SHERIDAN WY 82801-5777					<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Susan L. Castaneda</i>											
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ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD														



<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/07/2022				
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>						
<b>PRODUCER</b> RIGO DELATORRE, AGENT LICENSE #0812292 8827 ELK GROVE BLVD ELK GROVE, CA 95624	<b>CONTACT NAME:</b> RIGO DELATORRE <b>PHONE (A/C, H/O, Ext):</b> 916-685-3973 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> RIGO@RIGODELATORRE.COM <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span> INSURER A : State Farm Mutual Automobile Insurance Company <span style="float: right;">25178</span> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :					
<b>INSURED</b> AP TRITON, LLC 1851 HERITAGE LN STE 138 SACRAMENTO, CA 95815						
<p><b>COVERAGES</b> <span style="float: left;"><b>CERTIFICATE NUMBER:</b></span> <span style="float: right;"><b>REVISION NUMBER:</b></span></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
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<b>CERTIFICATE HOLDER</b> FOR IMFORMATIONAL PURPOSES ONLY 1851 HERITAGE LN STE 138 SACRAMENTO, CA 95815				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.		
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ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD			1001486 132849.13 04-22-2020	

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and [Matrix Consulting], a California Corporation with principal offices at [1650 S. Amphlett Blvd., Suite 213, San Mateo, CA 94402], hereinafter referred to as "CONSULTANT",

### RECITALS:

WHEREAS, CITY has the need for Fire and Emergency Service Delivery Study services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

### SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit B, “Scope of Services”** and made part of this Agreement.

### SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit B, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

### SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit B, “Scope of Services”**.

### SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A “Proposed Pricing”, attached hereto and made a part hereof. Total compensation shall not exceed a total of \$47,500.00, unless additional compensation is approved in accordance with Section 2.

B. Consultant 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 if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts,

and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

#### **SECTION 5 – STANDARD OF PERFORMANCE**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant'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 and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### **SECTION 7 – INSURANCE REQUIRED (EXHIBIT A)**

#### **SECTION 8 – INDEMNIFICATION**

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence or willful acts or misconduct.

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’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 Consultant or any of Consultant’s officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **SECTION 10 – CONFLICTS OF INTEREST**

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

B. City understands and acknowledges that Consultant 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. Consultant is aware 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.

### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any 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 Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

### **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

B. Consultant, 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 consultant gives City notice of such court order or subpoena.

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

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

### **SECTION 13 – SUSPENSION OF WORK**

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

### **SECTION 14 – COMPLIANCE WITH LAW**

Consultant 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. Consultant 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 Consultant to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

**SECTION 16 – RECORDS**

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant’s records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

**SECTION 17 – 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 work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

**SECTION 18 – NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager  
7120 Bodega Ave Sebastopol, California 95472

To Consultant: Matrix Consulting  
1650 S. Amphlett Blvd., Suite 213  
San Mateo, CA 94402

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

**SECTION 19 – TERMINATION**

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

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

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant’s possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

**SECTION 20 – ATTORNEY FEES**

If 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 attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

**SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, 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 Consultant 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 unless in writing duly executed by the parties or their authorized representatives.

**SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

**SECTION 23 – CONTINUITY OF PERSONNEL**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

**SECTION 24 – DEFAULT**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

**SECTION 25 – 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 or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.



**SECTION 26 – 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 Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

**SECTION 27 – 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 28 – SPECIAL PROVISIONS**

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant: Matrix Consulting

City:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Larry McLaughlin  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Larry McLaughlin  
Title: City Attorney



## EXHIBIT A City of Sebastopol Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

**Waiver of Subrogation**

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

**Verification of Coverage**

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SCOPE OF WORK

Evaluation should focus on the following:

1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

Scope of work listed below, includes but is not limited to the following, and is required for Item 1 and Item 2 above.

- Costs Estimates to Include Personnel, Equipment, Infrastructure
- Calculate a per parcel cost for any required funding beyond the Sebastopol Fire Department's current budget allocation
- The financial capacity of each option to provide long-term fire service and recommendations for any additional funding sources not already being captured
- Recommend process to establish and implement either option
- Provide a financial forecast for five years out regarding cost implications for each option

The report will develop an analysis of present resources available to meet emergency services requirements, including an inventory of both manpower, apparatus and equipment. The report needs to identify departmental strengths, weaknesses and differences, and provide recommendations to the City of Sebastopol management and City Council.

In general, this effort will provide a realistic recommendation for the resolution of implementation issues and the associated financial implications and provide a comparison to the key items listed below:

### Factors to Consider:

- Organization Overview
- Planning For Fire and Emergency Medical Protection
- Calls for Service
- Capital Improvement Plans for Apparatus, Equipment and Infrastructure /Facility(ies)
- Suppression
- Training Programs
- Fire Prevention Program
- Loss Potential
- Contract Administration
- Fiscal Analysis
- Plan of Implementation. A plan of implementation for either 1 or 2 listed below shall be developed as a product of the evaluation.:
  1. Retention of City of Sebastopol Volunteer Fire Department with Conversion to 24/7 Staffing Model
  2. Consolidation of City of Sebastopol Volunteer Fire Department with Gold Ridge Fire Protection District

RESOLUTION NUMBER: \_\_\_\_\_

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING A BUDGET AMENDMENT FOR THE AWARD CONTRACT TO MATRIX CONSULTING FOR FIRE AND EMERGENCY SERVICES STUDY

WHEREAS, the City Council desires to proceed with the Fire and Emergency services study for FY 2022-23; and

WHEREAS, the original budget for this study in the Fire Department was \$40,000; and

WHEREAS, additional budget in the Fire Department Operating Budget is needed for such consultant services for the study of Fire and Emergency services study in the amount of \$47,500; and

WHEREAS, as reviewed by the Administrative Services Director, the following expenditure with a General Fund source is needed as shown on Table 1.

Table 1 - Adopted and Proposed Budget

EXPENDITURE	Account No.	ADOPTED	PROPOSED
Consultant services	100-31-02-4210	\$40,000.	\$47,500

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby approve a budget amendment increasing the Contract Services account no. 100-31-02-4210 by an additional \$7,500 for the Fire Department Operating Budget.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 2nd day of August 2022, by the following vote:

VOTE:

- Ayes:
- Noes:
- Absent:
- Abstain:

APPROVED: \_\_\_\_\_  
Mayor Patrick Slayter

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_  
Larry McLaughlin, City Attorney