

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Citygate Associates, LLC, a California Limited Liability Company, whose address of record is 2250 East Bidwell Street, Suite 100, Folsom, California 95630 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to conduct a Standards of Cover Assessment and,

WHEREAS, Consultant represents that it possesses the professional skills to provide analysis and assessment services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the analysis and assessment services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Fire Chief or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Sixty Thousand Eight Hundred Three Dollars (\$60,803.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: *H Flores* 4-5-17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
CITYGATE ASSOCIATES, LLC,
A California Limited Liability Company

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 2250 E. Bidwell Street
Suite 100
Folsom, CA 95630

TELEPHONE: (916) 458-4100

FAX: (916) 983-2090

E-MAIL: _____

EXHIBIT A

SCOPE OF **Work**

SCOPE OF WORK

PROCESS

Citygate understands that the City of Merced Fire Department desires a Standards of Cover Assessment conforming to the Center for Public Safety Excellence (CPSE) guidelines, as well as other applicable nationally recognized guidelines and best practices, federal and state mandates, and pertinent local and regional operating procedures.

Citygate's Standard of Cover and Community Risk Assessment studies are performed in accordance with the methodology outlined in *Standards of Response Coverage* (6th Ed.) as published by the Commission of Fire Accreditation International (CFAI). Our studies also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), Insurance Services Office (ISO), California Occupational Safety and Health Administration (Cal/OSHA), relevant federal and state laws and regulations, the International Association of Fire Fighters (IAFF), and other recognized industry best practices.

In addition to our customary techniques of reviewing agency documentation and conducting stakeholder listening interviews, Citygate will:

- ◆ Use ESRI ArcGIS to prepare analysis maps of the City's deployment situation.
- ◆ Use an incident response time analysis program called *StatsFD*™ to review the statistics of prior incident performance. The results will be plotted not only on graphs and charts, but "live" using 3D tools over Google Earth images. All SOC statistics reports and Google Earth models will be provided to the City for on-going comparative use over time.

Detailed Scope of Services and Project Work Plan

Citygate's detailed Work Plan to conduct the requested scope of work is presented in this section. We will review the proposed Work Plan and schedule with City leadership prior to initiating any work. After obtaining additional input, we will finalize our Work Plan and the accompanying project schedule.

The core methodology used by Citygate in the scope of its deployment analysis work will be that of the "Standards of Response Coverage" systems approach to fire department deployment as published by the Commission on Fire Accreditation International. This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the City's needs.

The study will include the following components of the Standards of Response Coverage process:

Standards of Cover Process Elements

SOC Element		Description
1	Existing Deployment Policies	A review of current agency deployment policies.
2	Community Outcome Expectations	A review of the community's expectations relative to the agency's response to emergencies, as well as a description of the community being served.
3	Community Risk Assessment	A review of the assets at risk within the community.
4	Critical Task Study	A review of the essential tasks that must be performed and the personnel required to deliver a stated outcome for an Effective Response Force (ERF).
5	Distribution Study	A review of the spacing of initial response (first-due) resources (typically engines) to control routine emergencies.
6	Concentration Study	A review of the spacing of fire stations so that larger or more complex emergencies receive sufficient resources in a timely manner (Effective Response Force).
7	Reliability and Historical Response Effectiveness Studies	Using recent prior response statistics, determining historical system performance, and the percentage of conformance to established response performance goals that the existing deployment system delivers.
8	Overall Evaluation	Proposing Standard of Cover statements and performance measures by risk type as appropriate, as well as compliance methodology.

Source: CFAI Standards of Cover, 5th Edition

Changes in deployment, if desirable, will be identified along with likely timing. This Citygate team strength means we are able to develop specific recommendations tailored to the local situation that are implementable. We will specifically identify what is working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations. Recommendations will take into account the cost and the City's ability to implement them.

Our Work Plan is comprised of four (4) tasks that will be explained throughout this section. Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Task 1: Initiate and Manage the Project, Data Collection, and Stakeholder Interviews

Subtasks:

Citygate and Department project representatives will hold a startup meeting to refine the issues to be addressed by this project, as well as the schedule, budget, and methods of data collection and analysis for this assessment.

1.1 Obtain and Review Department Data and Information

- ◆ At the start of the project, we will develop and submit a list of requested data and information relevant to this project, including the City's General Plan, growth forecasts, any appropriate prior studies, Fire Department documentation including (as available) dispatch data, fleet inventory, facility information, current personnel, equipment and other operating costs, and other relevant information. Once we receive the requested documentation from the City, we will review it prior to the startup meeting and stakeholder interviews in the following subtask.
- ◆ Citygate will additionally request City and other available GIS data layers, hazard and risk-related information, travel time performance measure(s), and historical calls-for-service data from City data systems.
- ◆ We have found that reviewing your factual documents prior to our initial interviews improves the effectiveness and value of the interviews we conduct, since it results in more specific questions and more definitive information.

1.2 Meet with Department Representatives to Initiate Project

- ◆ Citygate will, in collaboration with Department leadership, review and finalize a detailed Work Plan, project schedule, schedule of activities, project deliverables, roles and responsibilities, and project benchmarks. These tools will assist both the consultants and Department staff to monitor the progress of the study.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In our experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and as requested:
 - Elected or appointed community officials
 - Fire Department leadership/key staff

- Employee labor group leadership
- Other project stakeholders as requested or appropriate.

1.3 Driving Assessment of the Department's Service Area

As part of the initial site visit, Citygate will tour the City with an experienced command chief to visually understand the geography, transportation network, facilities, and building and other potential natural and human-caused hazards and risks to compare and contrast what is seen versus what existing documents typify and quantify.

1.4 Ongoing Project Management

Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Meetings and Deliverables

There will be one *two-day* on-site trip during this task to initiate the project, establish relationships, conduct stakeholder interviews, and tour the Department's service area and facilities.

Citygate will deliver, in writing, the final project schedule and the data/document request questionnaire.

Task Duration

As Citygate continues to manage the project and provide monthly written status reports, the project management portions of this task will span the entire duration of the project.

Task 2: Standards of Cover Assessment

Subtasks:

2.1 Describe the Community Served and Existing Deployment

The Citygate team will understand and describe the Department's current deployment model including:

- ◆ Service area population and demographics
- ◆ History, formation, and general description of the Department
- ◆ Geographic response areas
- ◆ Operational staffing levels

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- ◆ Current or draft performance goals, objectives, and measures
 - ◆ Mutual and automatic aid agreements.

2.2 Identify and Describe Community Outcome Expectations

Citygate will review existing community expectations and performance goals, and also identify and describe any differential expectations relative to fire protection services and response performance as a result of the stakeholder interviews.

2.3 Conduct a Community Risk Assessment

Citygate will conduct an analysis of community risks including:

- ◆ Identification of risk assessment sub-zones in collaboration with Department leadership
- ◆ Identification of the values at risk within the City
- ◆ Identification of the natural and human-caused hazards with potential to adversely impact the City
- ◆ Determination of probability of occurrence for each identified hazard by sub-zone
- ◆ Identification and quantification of appropriate impact severity factors for each identified hazard
- ◆ Determination of overall likely impact severity by hazard for each sub-zone.

2.4 Perform Critical Task Time Studies

We will assist the Department in conducting critical task time studies for typical emergency incident types. As an alternative, Citygate can use aggregate critical crew task times from other client agencies similar to the City of Merced.

2.5 Perform Distribution Study

Citygate will use the *FireView* software GIS mapping tool to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.

2.6 Perform Concentration Study

We will conduct a comprehensive analysis of the Department's capability to achieve an Effective Response Force (ERF) to resolve more serious or complex situations.

2.7 Assess Reliability and Historical Response Effectiveness

Citygate will utilize *StatsFD*™ software to provide a comprehensive statistical analysis of:

- ◆ Current workload of each company, including unit-hour utilization
- ◆ Actual or estimated failure rates of individual companies
- ◆ Concurrent service demand and operational impacts
- ◆ Historical response performance components
- ◆ Mutual and automatic aid provided and received.

2.8 Perform Overall Evaluation

- ◆ We will provide an overall deployment analysis summary with recommended performance objectives by risk type, including measures and compliance methodologies that best align with recognized industry best practices, community expectations, and current and prospective future City resources.
- ◆ We will identify areas that are underserved, inefficient, or over-covered.
- ◆ We will identify viable service delivery alternatives that consider the geographic and financial resource limitations of the City, if any.
- ◆ We will identify current deployment, areas for improvement, and comparative analysis to industry best practices.

Meetings and Deliverables

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task Duration

This task will commence during the fifth week of the project and take approximately ten weeks to complete.

Task 3: Future Service Needs and Alternative Service Models
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In this task, Citygate will evaluate projected future population growth and development within the City to project future service demand by risk type, and identify and evaluate future service demand and potential alternative service models.

Subtasks:**3.1 Identify Future Fire Department Resource, Staffing, and Facility Needs**

- ◆ Identify projected future City population growth and related development.
- ◆ Project incremental future service demand by risk type.
- ◆ Identify projected future resource, facility, and staffing needs.

3.2 Identify Viable Alternative Service Delivery Models

- ◆ Develop viable alternatives for providing emergency and non-emergency response services within the geographic and financial resource limitations of the Department, if any.

Meetings and Deliverables

There are no on-site meetings anticipated for this task. The findings and recommendations from this task will be incorporated into the report drafts in Task 4.

Task Duration

This task will commence at approximately week 11 and take approximately two weeks to complete.

Task 4: Conduct Preliminary Findings Briefing; Prepare and Deliver Draft and Final Reports

In this task, the entire Citygate Project Team will develop a comprehensive written report, including findings, recommendations, and exhibits.

Subtasks:**4.1 Prepare and Conduct a Preliminary Findings Briefing**

- ◆ Upon completion of Tasks 2 and 3, Citygate will conduct an on-site briefing of our deployment analysis; risk assessment; future service demand and projected future resource, staffing, and facility needs; and viable alternative service delivery models. During this briefing, we will discuss any anomalies in the data and resolve any remaining issues.
- ◆ Pursuant to any input received from the City's project team, we will make any data-driven changes in the response and risk assessment models, and then refinements, if needed, will be incorporated into our Draft Report.

4.2 Prepare a Comprehensive Draft Report with Exhibits

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- ◆ The entire Citygate team will prepare a comprehensive Draft Report including statistical and geographic mapping exhibits.
 - ◆ Upon completion of the Draft Report, an electronic version in MS-Word will be sent to the Department's project representative for comments using the "track changes" and "insert comments" tools in MS-Word.

4.3 Review Draft Report with the Department's Project Team

- ◆ Our normal practice is to review the Draft Report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.
- ◆ As desired, we will schedule and conduct a teleconference review of the Draft Report, answer any questions, and agree on the elements for the Final Report.

4.4 Prepare and Submit Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Based on the results of our Draft Report review process, we will prepare and submit an Executive Summary and comprehensive Final Report to include appropriate statistical and mapping exhibits.

Meetings and Deliverables

There will be one on-site meeting for this task to conduct our preliminary findings briefing with the Department's executive team.

Deliverables for this task include a comprehensive written Draft Report and Final Report, including statistical and mapping exhibits.

Task Duration

This task will commence at approximately week 13 and take approximately 8 weeks to complete.

Final Report Components

Our final work product will include:

1. An analysis of the effectiveness of current fire station locations.

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2. An analysis of the efficiency of the current deployment scheme of resources within the City's fire stations.
 3. An analysis of the City's ability to meet the listed recommendations.
 4. An analysis of the values to be protected in the City, along with identification of potential hazards.
 5. Recommendations for changes in fire station locations, if needed, to meet current and future needs and to optimize service delivery.
 6. Recommendations for deployment of new resources to meet current and future needs.
 7. Provision of supporting colored maps and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format.

The Final Report will be provided in six (6) bound, hard copies, and it will also be delivered electronically in Adobe Acrobat (.PDF) format.

EXHIBIT B

PROJECT SCHEDULE

PROJECT SCHEDULE

Project Schedule

Citygate anticipates the duration of this project to be five months and is available to start immediately upon execution of a Professional Services Agreement or contract for services. A summary of the proposed project schedule is presented in the following table:

Project Schedule

Task		Month 1				Month 2				Month 3				Month 4				Month 5			
1	Initiate and Manage Project																				
2	SOC Assessment																				
3	Future Service Demand / Alternative Service Models																				
4	Findings Briefing; Draft and Final Report																				

○ On-site meeting/briefing

Project Site Visit Schedule

The following is our schedule of on-site visits/meetings:

Task 1:

- ◆ Two-day site visit to conduct the project start-up meeting, stakeholder interviews, and tour the Department facilities and service area.

Task 4:

- ◆ One partial-day site visit to conduct the preliminary findings briefing.

EXHIBIT C

PROJECT COST

PROJECT COST

PROJECT FEES

Our charges are based on ***actual time*** spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our proposed Project Work Plan, Scope of Work, and Schedule as presented in the following table. Any additional work outside the scope of services described in this proposal, as mutually agreed to in writing as a change order, will be billed at the hourly rate of the respective consultant(s) including any reimbursable expenses plus a five percent administrative fee.

Project Cost Summary

Consulting Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Traffic Congestion Modeling	Total Citygate Project Amount*
\$49,600	\$748	\$2,480	\$7,975	\$60,803

This cost proposal reflects our best effort to be responsive to the City’s needs for this study at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with City needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

DETAILED COST PROPOSAL

The following table shows a detailed breakdown of the costs to provide the requested scope of services, as requested in the City’s RFP. However, please note that the costs listed in each task or sub-task cannot simply be added or subtracted to customize the project cost. Interdependencies exist across numerous tasks and sub-tasks.

Detailed Core Project Costs

	Task and Sub-Task	Consultant and Administrative Hourly Fees	Administrative Fee (5% of Hourly Fees)	Reimbursable Expenses	Total Cost
1	Initiate and Manage the Project, Data Collection, and Stakeholder Interviews	\$4,985	\$249	\$474	\$5,708
	<i>Obtain and Review Department Data</i>	<i>\$1,045</i>	<i>\$52</i>	<i>\$0</i>	<i>\$1,097</i>
	<i>Meet with Department Representatives</i>	<i>\$3,310</i>	<i>\$166</i>	<i>\$474</i>	<i>\$3,950</i>
	<i>Driving Assessment</i>	<i>\$630</i>	<i>\$32</i>	<i>\$0</i>	<i>\$662</i>
2	Standards of Cover Assessment	\$28,940	\$1,447	\$0	\$30,387
	<i>Describe the Community Served and Existing Deployment</i>	<i>\$1,085</i>	<i>\$54</i>	<i>\$0</i>	<i>\$1,139</i>
	<i>Identify and Describe Community Outcome Expectations</i>	<i>\$1,715</i>	<i>\$86</i>	<i>\$0</i>	<i>\$1,801</i>
	<i>Conduct Community Risk Assessment</i>	<i>\$4,450</i>	<i>\$223</i>	<i>\$0</i>	<i>\$4,673</i>
	<i>Perform Critical Task Time Studies</i>	<i>\$420</i>	<i>\$21</i>	<i>\$0</i>	<i>\$441</i>
	<i>Perform Distribution Study</i>	<i>\$3,360</i>	<i>\$168</i>	<i>\$0</i>	<i>\$3,528</i>
	<i>Perform Concentration Study</i>	<i>\$7,665</i>	<i>\$383</i>	<i>\$0</i>	<i>\$8,048</i>
	<i>Assess Reliability and Historical Response Effectiveness</i>	<i>\$7,665</i>	<i>\$383</i>	<i>\$0</i>	<i>\$8,048</i>
	<i>Perform Overall Evaluation</i>	<i>\$2,580</i>	<i>\$129</i>	<i>\$0</i>	<i>\$2,709</i>
3	Future Service Needs and Alternative Service Models	\$3,220	\$161	\$0	\$3,381
	<i>Identify Future Fire Department Resource, Staffing, and Facility Needs</i>	<i>\$1,505</i>	<i>\$75</i>	<i>\$0</i>	<i>\$1,580</i>
	<i>Identify Viable Alternative Service Delivery Models</i>	<i>\$1,715</i>	<i>\$86</i>	<i>\$0</i>	<i>\$1,801</i>
4	Conduct Preliminary Findings Briefing; Prepare and Deliver Draft and Final Reports	\$12,455	\$623	\$274	\$13,352
	<i>Prepare and Conduct a Preliminary Findings Briefing</i>	<i>\$5,170</i>	<i>\$259</i>	<i>\$274</i>	<i>\$5,703</i>
	<i>Prepare a Comprehensive Draft Report with Exhibits</i>	<i>\$5,360</i>	<i>\$268</i>	<i>\$0</i>	<i>\$5,628</i>
	<i>Review Draft Report with the Department's Project Team</i>	<i>\$420</i>	<i>\$21</i>	<i>\$0</i>	<i>\$441</i>
	<i>Prepare and Submit Final Report</i>	<i>\$1,505</i>	<i>\$75</i>	<i>\$0</i>	<i>\$1,580</i>
Subtotal		\$49,600	\$2,480	\$748	\$52,828
Traffic Congestion Modeling					\$7,975
Total					\$60,803

The price quoted is effective for 60 days from the proposal due date, and includes one (1) draft review cycle as described in Task 4 of our Work Plan to be completed by Citygate and the City within 30 calendar days. Additional Draft Report cycles or processing delays requested by the

City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide six (6) bound color copies of the Final Report and a PDF copy. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$225 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Senior Fire Services Specialist / Project Manager	\$210 per hour	Samuel Mazza
Statistical Specialist	\$195 per hour	Michael Fay
Geo-Mapping Specialist	\$195 per hour	The Omega Group
Report Project Administrator	\$125 per hour	Chad Jackson
Administrative Support	\$95 per hour	Various

BILLING SCHEDULE

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.