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**PROPOSAL TO  
PERFORM A FIRE  
SERVICES MASTER  
PLAN UPDATE FOR THE  
CITY OF  
SAN LUIS OBISPO, CA**

*February 2, 2015*

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C4-112



CITYGATE ASSOCIATES, LLC  
FIRE & EMERGENCY SERVICES



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February 2, 2015

Garrett Olson  
 Fire Chief  
 City of San Luis Obispo  
 2160 Santa Barbara Avenue  
 San Luis Obispo, CA 93401  
[golson@slocity.org](mailto:golson@slocity.org)

**RE: PROPOSAL TO PERFORM A FIRE SERVICES MASTER PLAN UPDATE FOR THE CITY OF SAN LUIS OBISPO**

Dear Chief Olson:

Citygate Associates, LLC is pleased to present our proposal to the City of San Luis Obispo to update the Standards of Response Cover (deployment) plan that we prepared for the City in 2009 as part of our Fire Services Master Plan. Given the upcoming growth plans for the City, Citygate will use our baseline understanding of the City's fire deployment system and compare it to projected growth, particularly in the southern part of the City. This introductory letter explains why Citygate is the most experienced fire deployment consultancy in the Western U.S.

Citygate believes that our qualifications to perform your study are exceptional. We have an extensive background in fire and emergency services consulting, specifically in fire department deployment, master plans, and financial analysis/strategies.

We have completed fire master plans for many agencies throughout California, some of which include the Cities of Atwater, Beverly Hills, Carlsbad, Dixon, Oakdale, Napa, Newark, Soledad, and Windsor; and the Counties of Butte, Fresno, Madera, Napa, and County of Santa Barbara. All of these master plan reports were well received by the departments and respective policy boards.

Citygate also has an outstanding track record with our clients. We strongly encourage the City to call our key project references—they are *golden*. As the County of San Diego former CAO stated: "*We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here.*" (Watch the video clip at this link: [www.citygateassociates.com/sdcountyvideo](http://www.citygateassociates.com/sdcountyvideo))

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This is not an isolated comment by one client, rather it is the rule. Time after time our clients say at the end of public presentations, “this was the best report/study on fire services we have ever received and now we finally understand the issues and choices...”

### **CITYGATE ASSOCIATES KEY STRENGTHS**

At Citygate, we believe that you are not hiring a “firm,” but rather professional individuals who have the qualifications that match your unique needs. Our team members are the practice specialists in their fields, and San Luis Obispo will not work with less skilled, entry-, or mid-level consultants.

Citygate’s Fire Practice Principal and Project Director, *Stewart Gary*, is the lead author of the 2<sup>nd</sup> through 4<sup>th</sup> Editions manual for Standards of Response Cover systems approach to deployment for the Commission on Fire Accreditation International. Chief Gary has developed this material, taught it, and used it in consulting across the United States and Canada for fourteen years. Over the last 14 years, he has performed over 200 fire services studies. Citygate and Chief Gary have developed a fire services analysis team that consists of the best, most experienced GIS and statistical analysts on Standards of Response Cover methods to be found in the United States today. In just California, for example, Chief Gary and his analytics team have performed deployment studies for over 120 cities; his studies have covered over 14.5 million residents, which is 39 percent of California’s population.

Chief Gary conducted your Fire Master Plan project in 2009 and will perform this requested update in 2015.

Why is this experience critical in consideration of the Citygate team? The City is hiring outside help not just to complete the study more quickly than staff time permits, but to have experienced consultants that know not only how to listen and uncover the tough issues, but also how to work them to successful closure. All of Citygate’s principals and key consultants have had very successful careers in senior management positions, first in local government, and then in consulting. We will not present lofty ideas that have no practical chance of implementation or acceptance. What sets us apart is our ability to weave our experience with the City’s facts and needs into recommendations that can positively move the City’s fire service decisions ahead. We know the approaches needed and, equally as important, how to effectively communicate the results to the stakeholders.

Citygate is also an independent company and is not co-owned or under the control of any professional or standards-setting organization in fire services or government management.

\* \* \*


Citygate believes that, upon the City of San Luis Obispo’s review of our proposal and unique qualifications, you will find that Citygate’s team of multi-disciplinary consultants, who have a

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history of working together, will exceed the City's expectations! On this basis, we enthusiastically look forward to working with San Luis Obispo to address the needs of the challenging project.

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at (916) 458-5100, extension 101 or via e-mail at [dderoos@citygateassociates.com](mailto:dderoos@citygateassociates.com) if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Stewart Gary

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## SECTION 1—WORK PLAN AND SCOPE OF WORK

### 1.1 OVERVIEW OF WORK PLAN

Citygate is proposing to conduct an update to the City’s prior Fire Services Master Plan with an emphasis on the addition of a fifth fire station, or redistribution of the existing four stations, to serve new development in the planned growth areas of the City, including the Orcutt Area Specific Plan, Margarita Area Specific Plan, and Airport Area Specific Plan.

Developers in these new growth areas will likely be required to: (1) fund the upfront costs associated with a new station or the redistribution of existing stations; (2) fund ongoing operating costs the City will incur to provide the additional services once the new growth areas are completely built out; and (3) provide potential interim/gap funding to cover revenue shortfalls that may occur as development proceeds before buildout is achieved.

Citygate’s Project Team will review projected growth in the City’s current General Plan and then assist the City with the ultimate implementation of selected fire service funding sources. For the fee analysis work, Citygate has partnered with Goodwin Consulting, a firm with in-depth and current knowledge of the City’s fee structures.

Citygate’s Work Plan has been developed consistent with our Project Team members’ experience in public fire administration. We utilize various National Fire Protection Association (NFPA) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International and the Insurance Services Office (ISO). We do not use simple, nor one-size-fits-all measures.

The findings and recommendations of an analysis of this breadth and depth are only as good as the professionals generating them. This is what sets the Citygate team apart. As we are recent practicing professionals in fire administration, the City is getting the expertise of a seasoned “department head team,” not the opinions of junior staff members or consultants that have spent little time on the leadership front lines.

A significant strength of the Citygate team is that we are able to develop reports with specific recommendations tailored to the local situation that are implementable within the revenues available. Our reports identify specific areas that are working well and where improvements are needed.

*Chief Gary and his team of subject matter experts have performed fire deployment and station location studies for over 120 agencies; his deployment studies have served over 14.5 million residents.*

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## **1.2 FIRE SERVICES REVIEW SCOPE OF WORK**

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The following is an overview of how we will address the scope of work. Following this overview, we will provide a detailed explanation of our work program tasks:

- ◆ Using Commission for Fire Accreditation International (CFAI-CPSE), conduct a resource deployment Standard of Cover analysis with incident response statistics for all types of emergency response services from computer aided dispatch (CAD) and records management system (RMS) National Fire Incident Reporting System (NFIRS) data.
- ◆ Model the fire service impacts created by various growth proposals.
- ◆ To control consultant costs and increase City staff skills, Citygate will coach City geographic information system (GIS) staff to prepare updated deployment coverage maps.
- ◆ Provide recommendations and various operational models for emergency services including cost effectiveness and operational effectiveness.
- ◆ Once the City accepts a next-generation fire deployment plan, Citygate and Goodwin will provide assistance to estimate the annual special tax or assessment that may need to be levied to cover additional ongoing services costs. These estimates will be developed for each primary land use designation expected to be developed. Goodwin will also assist Citygate with drafting a chapter of the Master Plan to address these fiscal issues.

### **1.2.1 Deployment Study Components**

The scope of the envisioned deployment study will include the following elements:

- ◆ While this is not a study of fire departments adjacent to the City, the study will consider the impacts of the City's existing or potential mutual aid agreements on its needs.
- ◆ The performance goals will be consistent with national guidelines from the Insurance Service Organization (ISO), the National Fire Protection Association (NFPA), and the Commission on Fire Accreditation International (CFAI).
- ◆ Citygate will use an incident response time analysis program called *StatsFD*<sup>™</sup>, formerly *NFIRS 5 Alive*<sup>™</sup>, to review the statistics of prior actual historical performance. The results will be plotted not only on graphs and charts, but “live” using 3D tools over Google Earth images.



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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 CFAI. This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the City’s needs.

### ***SOC Components***

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

1. Existing deployment – each agency has something in place today.
  - The Citygate team will review the existing deployment strategies and performance measures.
2. Community outcome expectations – what is expected of the response agency?
3. Special hazard response – Citygate will determine the City’s and community’s expectations for fire, emergency medical services (EMS), and special hazard responses.
4. Community risk assessment – what assets are at risk in the community?
  - Citygate will determine the existing risk in the community, at a zone level, using community zoning information, ISO building risk information, population demographics, and growth plans.
  - Citygate will review the Department’s current staffing and critical task crew measures.
5. Distribution Study – the locating of first-due resources (typically engines).
  - Citygate will use GIS mapping and existing response data from the CAD and the Department RMS data to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.
6. Concentration Study – first alarm assignment or effective response force studies.
7. Historical reliability – is there a multiple call frequency issue (call stacking) problem?
  - Citygate will analyze incident data to determine if multiple calls are affecting performance.
8. Historical response effectiveness studies – what percent of compliance does the existing system deliver?

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9. Overall evaluation with Standard of Cover statements by risk type, as needed.
- Citygate will advise on citywide Standard of Cover benchmark statements and policies based on population densities.
  - Changes in deployment, if desirable, will be identified along with likely timing.

### **1.3 WORK PLAN TASK SEQUENCE**

Our Work Plan is integrated and comprised of six tasks across two phases and includes all items requested by City staff. Phase I (Tasks 1-5) includes all work necessary to deliver the Fire Services Master Plan Update report. Phase II (Task 6) includes final research and development of the new fire services fee program. The presentation of our Work Plan describes each of the tasks in more detail.

We intend to review our Work Plan and schedule with the City's project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

#### **Phase I—Task 1: Initiate and Manage the Project**

##### **Subtasks:**

- ◆ We will develop a detailed work schedule and final project schedule for the project. These tools will assist both the consultants and City staff to monitor the progress of the study.
- ◆ Before we meet with Fire Department personnel on the ground we will develop and submit a list of all documents 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 condition assessments, current personnel, equipment and other operating costs, and a myriad of other information. Once we receive the requested documentation from the City, we will review it prior to conducting our interviews in the following subtask. We have found that reviewing this information prior to our interviews improves the effectiveness and value of the interviews we conduct, since it results in more specific questions and more definitive information.
- ◆ Chief Stewart Gary will meet with the City representatives to correlate our understandings of the study's scope, and ensure that our Work Plan and project schedule are mutually agreeable. In our experience, this early effort to clearly

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define expectations, roles, and lines of communication 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 directed, City Hall staff and the Fire Chief.
- ◆ 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.

**Phase I—Task 2: Deployment Review of the Fire and Emergency Medical Services Delivery System**

**Subtasks:**

- ◆ Develop a Standards of Response Cover (SOC) study. This review will consider all options to address the Department’s deployment needs, including the addition of a fifth fire station, or redistribution of the existing four stations, to serve new development in the planned growth areas of the City, including the Orcutt Area Specific Plan, Margarita Area Specific Plan, and Airport Area Specific Plan. City staff GIS mapping and Citygate analysis of prior incident response statistics will be used to measure the effectiveness of the current deployment plan compared to desired goals.
  - Chief Stewart Gary will conduct the deployment review with the assistance of Michael Fay (statistical specialist) and the City’s GIS technician.
  - When this step is complete, the findings and recommendations will be integrated into the Draft Report, which is presented in Task 4.

**Phase I—Task 3: Preliminary Findings Briefings**

**Subtasks:**

- ◆ We will schedule three Draft Findings and Recommendations PowerPoint study sessions to present our draft findings, answer any questions, and agree on elements for the full written report. The three sessions will be held with: (1) Department and City Executive Management; (2) the Planning Commission; and (3) the City Council.

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**Phase I—Task 4: Forecast Resource Needs, Conduct Final Service Delivery Models, and Prepare Integrated Review Report**

**Subtasks:**

- ◆ Following the briefings in Task #3, the entire Citygate Project Team will prepare any additionally requested service models.
- ◆ Goodwin will conduct preliminary analyses to estimate the amount of development impact fees that may need to be levied to cover up-front capital costs.
- ◆ Goodwin will also estimate the annual special tax or assessment that may need to be levied to cover additional ongoing services costs. These estimates will be developed for each primary land use designation expected to be developed.
- ◆ Goodwin will also assist Citygate with drafting a section of the Master Plan report to address these fiscal issues.
- ◆ Citygate and Goodwin will then draft a comprehensive long-range Citywide Fire Services Deployment Master Plan Draft, including statistical and geographic mapping exhibits. Our report will describe how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Upon completion of the Draft Report, an electronic version in MS-Word will be sent to the City project manager for comments using the “track changes” and “insert comments” tools in Word. Our normal practice is to review a draft of our report with management personnel in a tele-conference 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.

**Phase I—Task 5: Prepare and Deliver the Final Report, Recommendations, and Costs**

**Subtasks:**

- ◆ Based on the results of our Draft Report review process, we will then prepare a Final Report to Department and City leadership.

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- ◆ We also will make oral presentations to the Planning Commission and City Council using a PowerPoint.

**Phase II—Task 6: Implement New Fire Services Fee Program**

**Subtasks:**

- ◆ Goodwin will work with Citygate and/or City staff to implement a new fire services impact fee program or to supplement an existing fire services impact program. Goodwin will conduct the necessary detailed analyses, prepare an AB 1600 fee justification study, and implement the development impact fee program for the City.
- ◆ Goodwin will also work with Citygate and/or City staff to implement funding mechanisms to offset the additional ongoing fire services costs. Again, more refined analyses will be prepared during this second phase. It may be possible to use one financing tool to address the mitigation requirements associated with both the buildout condition and conditions during the interim years leading up to buildout, or separate tools may be required/preferred. For example, the City may elect to establish a Community Facilities District (CFD) to cover both types of mitigation. In that scenario, Goodwin would serve as the City's special tax consultant to prepare the rate and method of apportionment of special tax, the list of authorized services, and the initial boundary map required to form the CFD.

**1.4 FINAL REPORT COMPONENTS**

Our final work product will include:

1. An analysis of the efficiency of the current deployment scheme of resources within the Department's fire stations;
2. An evaluation of community growth projections and their impact on emergency services planning and service delivery;
3. Various operational models for providing emergency services, including future strategies for service delivery and their impacts;
4. If required, recommendations for changes in fire deployment methods (including adding a station or redistributing current stations) to meet the current needs of the Department and to optimize service delivery;
5. A detailed estimate of the annual special tax or assessment that may need to be levied to cover additional ongoing services costs;

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6. The provision of supporting data and rationale for all recommendations;
7. The provision of supporting statistics 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 with accompanying Microsoft PowerPoint presentation.

### **1.5 STUDY COMPONENTS WITH WHICH THE CITY MUST ASSIST**

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Both Citygate and the City understand the economic constraints on a study. The City is in the best position to collect some internal data that can assist the Citygate study. Therefore, the City will assist Citygate with:

- ◆ Providing electronic incident response data in a format requested by Citygate.
- ◆ Providing updated fire station coverage travel time maps.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing Department documents describing its organization, services, budgets, expenses, and performance measures, if any.
- ◆ Providing other Department data as requested by Citygate.

### **1.6 PROJECT/SITE VISIT SCHEDULE**

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The following is our schedule of on-site meetings to facilitate the gathering of information and understanding for the project to explain/present the project's findings. Chief Gary will make five trips to the client site, as outlined below:

- ◆ Task 1 – One trip lasting two days for Chief Gary to start the project and begin information gathering by conducting on-site interviews and construction of a final project schedule of events.
- ◆ Task 3 – Two separate trips for Chief Gary to conduct draft findings briefings.
- ◆ Task 5 – Two separate trips for Chief Gary to present the Final Report to the Planning Commission and City Council.

### **1.7 PROJECT SCHEDULE**

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Citygate anticipates that the duration of Phase I of this project will be five months, and is available to start the project immediately upon the award of a contract. Phase II may last up to three months after the Final Report has been accepted. A detailed Work Plan schedule is presented on the following page:

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**Phase I Work Plan Timeline**

<b>Task</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>	<b>Month 5</b>
Task 1: Initiate and Manage the Project	█	█	█	█	█
Task 2: Deployment Review of Fire & EMS Delivery System	█	█	█		
Task 3: Preliminary Findings Briefings			█	█	
Task 4: Forecast Needs, Delivery Models, & Review Report			█	█	
Task 5: Prepare & Deliver the Final Report					█



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## SECTION 2—CITYGATE ORGANIZATION AND PROJECT TEAM

### 2.1 CITYGATE'S PROJECT TEAM

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from the outside consultants being able to handle, as necessary, six critical roles in cooperation with the internal City Fire project team: (1) champion; (2) stakeholder listener; (3) subject matter trainer/expert; (4) meeting facilitator; (5) coach and content expert; and (6) final strategist/advisor.

*In the last 13 years, Chief Gary has led over 200 fire services studies.*

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on fire department review efforts by focusing on the inclusion of culture and communications, with rigorous analytic methods to build a business case that elected officials and agency employees can both understand.

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team (described below) has worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish a municipality's objectives.

### 2.2 NECESSARY PROJECT TEAM SKILLS

Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Fire department deployment principles and practices
- ◆ Fire department staffing
- ◆ Fire services command and organizational structure
- ◆ Fire department performance measurement
- ◆ Field operations for fire and emergency medical services
- ◆ Operating and capital budgeting
- ◆ Development impact fees
- ◆ City management and cost of services analysis
- ◆ Land use planning
- ◆ Strategic, master, and business planning.



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### **2.3 PROJECT TEAM / PROJECT ROLES**

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of his biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

#### **Chief Stewart W. Gary, MPA, Fire Practice Principal and Project Director**



Chief Gary is the Fire Practice Principal for Citygate Associates. Chief Gary is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For the past fourteen years, he has been a lead instructor, program content developer and consultant for the Standards of Response Coverage process. For many years he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy and he teaches and consults across the United States and Canada on the Standards of

Response Coverage process. Over the last thirteen years, he has performed over 200 master plan, organizational, and deployment studies on departments ranging in size from Minneapolis, Minnesota to San Diego, California, San Diego County, the Sacramento Metropolitan Fire District and the Santa Clarita Valley region in Los Angeles County.

Significant to this fire department review effort, he successfully used planning, team building, culture development and process re-design tools to successfully design, lead and manage the award winning Livermore-Pleasanton Fire Department Consolidation. Chief Gary also conducts team building and team coaching workshops for executive fire management teams.

*Chief Gary will manage the Citygate team, attend all on-site meetings and presentations, and draft the report.*

#### **Dave Freudenberger, MBA, Fee Specialist**



Dave Freudenberger is the Senior Principal and Founding Partner of Goodwin Consulting Group, Inc. Dave offers comprehensive experience in public finance, fiscal impact analysis, and economic and market feasibility. He has managed numerous studies prepared for small, single-use developments as well as large, master-planned communities, and these projects have ranged from dense urban spaces to expansive undeveloped areas. Dave brings two decades of preparing public infrastructure funding strategies, fiscal and economic impact studies,

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market absorption studies, pro forma cash flow analyses, tax increment projections and redevelopment feasibility studies, and jobs/housing and affordable housing programs. He also has expertise in valuing real estate portfolios, restructuring the financial elements of real estate deals, and assessing ground lease and related development proposals for residential, non-residential, and institutional land uses. Dave has personally directed the evaluation, preparation, and implementation of numerous land-secured financing districts, tax increment financing programs, and public facilities financing plans throughout California, Hawaii, and Nevada.

*Mr. Freudenberger will perform the fee analysis.*

**Michael D. Fay, Statistical Specialist**



Mr. Fay has assisted Citygate with deployment studies for over 10 years. He has over 30 years experience and has served as a firefighter, EMS director, educator, consultant and publisher. As President of Animated Data, Inc., he is the designer and publisher of *Stats FD*, formerly NFIRS 5 Alive. Using standard NFIRS 5 datasets, *Stats FD* quickly performs diagnostic analysis of fire department operations.

*Mr. Fay will conduct statistical analysis for the deployment portion of the project.*

**David C. DeRoos, MPA, CMC, Citygate President**



Mr. DeRoos has nearly 30 years experience as a consultant to local government, preceded by 5 years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

*Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate's and the client's quality standards.*

**2.4 PROJECT TEAM ORGANIZATION CHART**

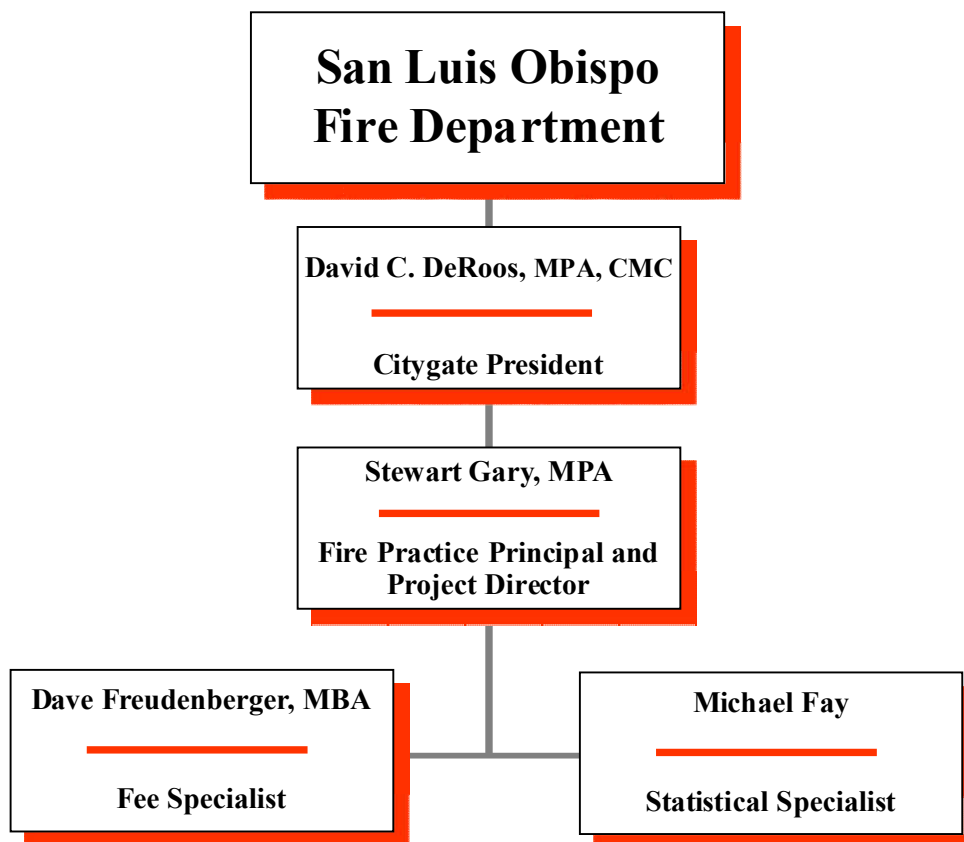
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The following is Citygate's Project Team organization chart. Citygate's consultants adhere to the Code of Ethics found in **Appendix A**.

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## Citygate Associates Project Team Organization Chart



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## SECTION 3—SUMMARY OF RELATED EXPERIENCE

### 3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate’s Fire Protection and Emergency Medical Services practice area conducts deployment and station location analyses, master and strategic plans, consolidation feasibility analyses, organizational efficiency studies, risk assessment studies, performance audits, staffing studies, and GIS for cities, counties, and districts throughout the United States.

*“We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.”*

*-Former San Diego County CAO*

Citygate has completed many recent projects that are very similar to the deployment and operational work requested in this study. Below Citygate provides a description of our previous related fire services engagements. Following the description of our related studies, we provide a summary listing of other related completed fire services engagements, and finally, a list of references. For a more detailed list of Citygate’s Fire Services projects, please visit our website at [www.citygateassociates.com](http://www.citygateassociates.com) and then select “Fire Protection and Emergency Medical Services Consulting.”

### 3.2 SIMILAR COMPLETED ENGAGEMENTS

#### 3.2.1 Fire Deployment and Master Plan Projects

##### **City of San Luis Obispo, CA – Fire Department Deployment Study and Master Plan**

Citygate performed a fire department planning study which included a Standards of Response Coverage planning analysis to examine the levels of fire department services by occupancy type and land use classifications. The study also included fire station and staffing infrastructure triggers for additional resources, an analysis of headquarters and prevention systems, as well as order of magnitude costs and possible financing strategies.

##### **San Diego County Office of Emergency Services (CA OES) – Countywide Deployment Study for Regional Fire, Rescue, and EMS Services (57 Total Fire Agencies)**

Citygate completed a project to implement a phased process designed to establish a blueprint for improving San Diego County’s regional fire protection and First Responder Emergency Medical Services (EMS) system. The study assessed current levels of service, identified future needs, provided options for a regional governance structure and developed cost feasible proposals to improve the region’s ability to respond to natural or manmade disasters including wildfires, earthquakes, terrorism, and other multi-hazard events. It also provided ways to bolster day-to-

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day operations and enhance the delivery of fire and emergency medical services in San Diego County.

The study exceeded the County's expectations and was very well received by the elected officials and stakeholders in May 2010. The County has since retained Citygate to provide ad hoc assistance with implementation of the study's recommendations.

**Sacramento Metropolitan Fire District – Standards of Response Coverage study and a Services Reduction (Brownout) Study**

The Standards of Response Coverage study was commissioned to: analyze the effectiveness of the current deployment system; evaluate the need for additional fire stations; recommend criteria for the placement and timing of these stations; and develop the criteria for deployment reductions of 3-5 fire stations to meet the fiscal needs of the District's declining revenues.

The study exceeded all of the District's expectations and was very well received by the elected officials and stakeholders in May 2009. The District adopted and implemented Citygate's brownout service reduction plan. Citygate was retained by the District to perform an update to the Standards of Response Coverage study in 2011/2012.

**Sacramento Metropolitan Fire District and City of Sacramento, CA – Fire Deployment Growth Analysis**

The Sacramento Metropolitan Fire District commissioned Citygate Associates to update the District's fire station, apparatus, and crew needs to account for expected growth proposals post-recession being processed by the Sacramento County Department of Community Development and the City of Rancho Cordova Planning Department.

**City of Roseville, CA – Organizational and Operational Review**

Citygate conducted an organizational and operational review of Roseville's municipal fire service to include all aspects of its fire services operations. The study included a Standards of Response Coverage analysis supported by maps and response statistics and also included an assessment of non-deployment functions.

**City of Atwater, CA – Fire Department Master Plan**

Citygate completed a high-level Master Plan for the Atwater Fire Department. This project included a Standards of Response Coverage (Deployment) analysis, a review of the Fire Department's headquarters positions and programs and the capability to support the Department's needs, an evaluation of the option of contracting fire services with CAL FIRE, and concluded with a summary of phasing priorities and costs.

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The City of Atwater agreed with Citygate’s recommendations to contract with CAL FIRE which was successfully done in the year following the study.

**City of Corona, CA – Fire Department Strategic Plan/Standards of Response Coverage Study**

Citygate performed a Fire Department Strategic Plan and Standards of Response Coverage study for the City of Corona, CA that included all facets of fire and non-fire operations including, but not limited to, fire prevention, fire administration, emergency medical services, fire investigation, fire training, disaster preparedness, hazardous materials, administrative support positions, information systems, capital facilities and apparatus, fire department fees, regional issues, and fire public education.

**City of Rio Rancho, NM – Fire Department Operations and Staffing Study**

This study included a review of the organizational structure, a gap analysis, a review of shift structure impacts, and a review of alternative service delivery methods. To achieve the necessary informational certainty to make staffing decisions, a rigorous data analysis was a chief component of this study. After completing the analysis Citygate recommended an adaptive deployment model alternative staffing for ambulance response by the City. This report then formed the basis for staffing and deployment decisions affecting the fire department going forward. The Report was well received by the City Council, city staff, and fire labor. Since the report, the major recommendation of the report has been budgeted and implemented by the city.

**City of Napa, CA – Fire Master Plan and Standards of Response Coverage Study**

Citygate conducted a Standard of Response Cover study and a Master Plan for the City of Napa Fire Department. Designing this plan involved two stages: (1) a short-range plan that addresses current service delivery needs in light of the City’s economic situation; and (2) a longer-range plan that addresses fire services delivery at the current General Plan build-out of the community.

**Yuba County, CA – Shared Fire Services Analysis**

Citygate recently assessed the feasibility for shared fire services amongst the fire agencies of the valley floor of Yuba County. This multi-phased review assessed the possibility for operational and administrative consolidations, cooperative agreements, Joint Powers Authorities, contracts-for-service, or other viable options for consolidation.

**Snohomish County Fire District 1, WA – Standards of Response Cover Study**

Citygate conducted a Standards of Response Cover Study for the Snohomish County Fire District 1, with a performance review of the current delivery of all fire department emergency response services and provision of options or alternatives for those items needed to meet best practices. Citygate will provide guidance for any identified location/relocation of fire station locations to provide long-range service delivery; an evaluation of current mutual/auto-aid

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agreements and their effectiveness; and an analysis of alternative deployment plans where they fit the District's needs.

**Santa Barbara County, CA – Fire Services Deployment and Departmental Performance Audit Study**

Citygate completed a Standards of Response Coverage deployment analysis and departmental performance audit assessment of the Santa Barbara County Fire Department. The study identified both the current service level and services desired, and then assessed the Department's ability to provide them. After understanding gaps—if any—in operations and resources, Citygate provided recommendations to maximize and improve Department operations and resources over time. The study was well received by the Department, County Chief Executive, and the Board of Supervisors, who, after receiving the study, adopted a revised funding plan for the dependent fire district.

**El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study**

Citygate performed a fire and emergency services study to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate and cost-effective coverage. This study was undertaken because eight of the fourteen agencies providing fire and emergency services to El Dorado County had insufficient revenue streams and had been relying on supplemental funding from the County; without these funds, some agencies would not be able to meet service demands. The study exceeded LAFCO's and the stakeholders' expectations. The Board of Supervisors is still working with the fire districts on a sustainable funding solution.

**City of San Diego, CA – Standards of Response Coverage Study**

Citygate conducted a fire service Standards of Response Coverage deployment study for the San Diego Fire Rescue Department (population over 1.25 million). The study broke new ground by determining the appropriate number of additional fire stations critically needed and then recommended 2-firefighter/paramedic staffed Fast Response Squads for adaptive peak hour deployment. The study independently reviewed in depth the existing fire and emergency medical risks to be protected, the current and desirable response system to these needs, and recommended a best-fit solution to most effectively leverage the existing situation while allowing the development of an even-stronger regional response system to benefit everyone.

**City of Oakland, CA – Comprehensive Multi-Hazard, All Risk Fire Service Deployment Study**

Citygate conducted a comprehensive multi-hazard, all-risk fire service deployment study of the Oakland Fire Department's ability to respond to and mitigate emergencies in routine and strategic risk scenarios. The study combined Oakland's capabilities with those of its neighbors to form a picture of what the sub-regional response system's capabilities are to protect the strategic

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risks in the Oakland Metropolitan Area. From these assessments and the resultant gap analysis, recommendations for changes were made to improve the response system.

**Beverly Hills Fire Department, CA – Performance Audit and Strategic Plan**

Citygate conducted a general organizational Fire/EMS analysis of the City of Beverly Hills Fire Department and developed a strategic plan. The goal of the study was to assess the current emergency response services/operations of the Department, identify gaps in operations and resources, develop recommendations to maximize current Department operations and resources, and identify “best practices” that may be applicable for Beverly Hills. The study results were warmly accepted by the Department, City Manager, and Council, who used the study for revised budget discussions.

**3.3 CITYGATE CLIENT SUMMARY**

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In additional to the related studies above, Citygate presents a listing of additional Master/Strategic Plans, SOC/deployment studies, consolidation projects, and general projects that we have completed.

**3.3.1 Master/Strategic Plans**

- |  |   |
|--|---|
| ◆ City of Atwater, CA                          | ◆ City of Napa, CA                        |
| ◆ Anacortes, WA                                | ◆ City of Newark, CA                      |
| ◆ City of Belmont, CA                          | ◆ City of Oakdale / Oakdale Rural FPD, CA |
| ◆ City of Beverly Hills, CA                    | ◆ City of Oceanside, CA                   |
| ◆ Butte County, CA                             | ◆ City of Peoria, AZ                      |
| ◆ City of Carlsbad, CA                         | ◆ Presidio Trust, CA                      |
| ◆ City of Corona, CA                           | ◆ Port of Long Beach, CA                  |
| ◆ City of Dixon, CA                            | ◆ Port of Los Angeles, CA                 |
| ◆ City of DuPont, WA                           | ◆ Rock Creek Rural FPD, ID                |
| ◆ East Contra Costa County FPD, CA             | ◆ Salida FPD, CA                          |
| ◆ Fresno County, CA                            | ◆ Salton Community Services District, CA  |
| ◆ Lakeside Fire Protection District            | ◆ City of San Luis Obispo, CA             |
| ◆ Los Angeles County, CA                       | ◆ City of Soledad, CA                     |
| ◆ Los Angeles Area Fire Chiefs Association, CA | ◆ City of Surprise, AZ                    |
| ◆ Madera County, CA                            | ◆ Travis County ESD #6, TX                |
| ◆ Mountain House CSD, CA                       | ◆ Town of Windsor, CA                     |
| ◆ Napa County, CA                              | ◆ University of California, Davis         |
|  | ◆ University of California, Merced        |



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### 3.3.2 Fire Standards of Coverage/Deployment Studies

- ◆ City of Alameda, CA
- ◆ City of Bakersfield, CA
- ◆ City of Brentwood, CA
- ◆ City of Cleveland, OH
- ◆ Coastside FPD, CA
- ◆ City of Costa Mesa, CA
- ◆ Cosumnes CSD
- ◆ City of Emeryville, CA
- ◆ City of Enid, OK
- ◆ City of Eureka, CA
- ◆ City of Folsom, CA
- ◆ City of Georgetown, TX
- ◆ Lakeside Fire Protection District, CA
- ◆ Los Angeles County EMS, CA
- ◆ Marin County, CA
- ◆ Menlo Park FPD, CA
- ◆ City of Minneapolis, MN
- ◆ City of Monterey Park, CA
- ◆ Montecito FPD, CA
- ◆ City of National City, CA
- ◆ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ City of Oakland, CA
- ◆ Ogden City, UT
- ◆ City of Orange, CA
- ◆ City of Palm Springs, CA
- ◆ City of Pasadena, CA
- ◆ City of Redlands, CA
- ◆ City of Roseville, CA
- ◆ Sacramento Metropolitan Fire District, CA
- ◆ City of Sacramento, CA
- ◆ San Bernardino, CA
- ◆ City of San Diego, CA
- ◆ City of San Mateo, CA
- ◆ San Mateo County, CA
- ◆ San Ramon Valley FPD, CA
- ◆ Santa Barbara County, CA
- ◆ Santa Clara County, CA
- ◆ City of Seaside, CA
- ◆ Snohomish County Fire District 1, WA
- ◆ South Placer FPD, CA
- ◆ City of South San Francisco
- ◆ South San Mateo County, CA
- ◆ South Santa Clara FPD, CA
- ◆ Stanislaus Consolidated FPD, CA
- ◆ City of Stockton, CA
- ◆ City of Suisun City, CA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Vancouver, WA
- ◆ City of Vista, CA
- ◆ City of West Sacramento, CA
- ◆ City of Yuba City, CA

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## Proposal to Perform a Fire Services Master Plan Update

**3.3.3 Consolidations and Contract-for-Service Analyses**

- ◆ City of Ukiah and Ukiah Valley Fire District – Feasibility of Establishing a “District Overlay”
- ◆ Cities of Manhattan Beach and Hermosa Beach – Operational Assessment
- ◆ Cities of Hesperia, Adelanto, Victorville, Town of Apple Valley, CA – Public Safety JPA Feasibility Study
- ◆ San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and EMS Services (57 Total Fire Agencies)
- ◆ UC Davis, Cities of Davis, West Sacramento, and Woodland – Consolidation Feasibility Analysis
- ◆ UC Santa Cruz and City of Santa Cruz – Consolidation Feasibility Analysis
- ◆ City of Emeryville, CA – Assessment of Fire Service Provision Options
- ◆ City of Arcata, CA – Fire Services Feasibility Analysis
- ◆ City of Pinole, CA – Regional Fire Service Delivery Study
- ◆ City of Sausalito and Southern Marin FPD – Fire Consolidation Implementation Analysis
- ◆ Cities of Burlingame, Millbrae, San Bruno, and Town of Hillsborough – Fire Services Merger Technical Implementation
- ◆ Cities of Orange, Fullerton, and Anaheim – Consolidation Feasibility Analysis
- ◆ El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study
- ◆ City of Lodi, CA – Contract for Services Feasibility Analysis
- ◆ Presidio Trust and National Park Service – Fire Services Reorganization
- ◆ City of Eureka and Humboldt No. 1 Fire Protection District – Consolidation or Contract Fire Services Feasibility Analysis
- ◆ Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance
- ◆ Cities of Pismo Beach, Arroyo Grande, Grover Beach, and Oceano CSD – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Patterson, Newman and West Stanislaus County FPD, CA – Joint Fire Protection Study
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ South Santa Clara County Area Fire Departments – Reorganization Feasibility Study
- ◆ City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis
- ◆ City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis
- ◆ City of Sonoma and Valley of the Moon FPD – Fire Services Reorganization Study
- ◆ City of Covina, CA – Contract-for-Service Analysis
- ◆ Cities of Newark and Union City – Consolidation or ALCO Contract for Services Study
- ◆ Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan
- ◆ Yuba County Valley Floor Agencies – Fire Services Merger Study

**City of San Luis Obispo Fire Department****Proposal to Perform a Fire Services Master Plan Update****3.3.4 General Studies**

- ◆ County of Alameda, CA – Incident Management Teams
- ◆ City of Albany, NY – Management Audit
- ◆ Alpine Springs, CA – Services Cost Sharing
- ◆ City of Atascadero, CA – Project Impact and Mitigation Assessment
- ◆ Bay Area UASI – Incident Management Training
- ◆ City of Brentwood, CA – Service Costs and Options
- ◆ Cities of Brea and Fullerton – Fire Resource and Ambulance Plan
- ◆ City of Calistoga, CA – Fire Safety Review
- ◆ City of Chula Vista, CA – Analysis of Overtime Use; Fiscal and Operational Police Assistance for ALS Plan
- ◆ City of Cloverdale, CA – Impact Fees
- ◆ City of Copperopolis, CA – Prevention
- ◆ City of Corona, CA – Fire Prevention
- ◆ City of Davis, CA – Operations / Management
- ◆ Donnelly Rural FPD, ID – Mitigation
- ◆ El Dorado Hills – Peer Review
- ◆ EMSA – Training Program Development
- ◆ City of Fairfield, CA – Review of the Fire Station Needs for the Fairfield Train Station Specific Plan
- ◆ City of Fremont, CA – Response Statistics; Comprehensive Multi-discipline Type 3 IMT Training Program
- ◆ City of Goodyear, AZ – Fire Department Management Audit
- ◆ Hamilton City FPD, CA – Preliminary Diagnostic Assessment
- ◆ City of Hemet, CA – Costing and Peer Review for Fire Service Alternatives
- ◆ City of Hesperia, CA – Cost Estimate for Hesperia Provided Fire Services
- ◆ Kelseyville FPD, CA – Executive Search
- ◆ Kitsap Public Health District – Emergency Response Plan Review Services
- ◆ City of Loma Linda, CA – Cost of Services
- ◆ City of North Lake Tahoe, CA – Management Team Workshop
- ◆ City of Patterson, CA – Advance Planning
- ◆ PG&E – Mitigation
- ◆ City of Piedmont, CA – EOC
- ◆ Placer County – Fire Services and Revenue Assessment
- ◆ Port of Long Beach, CA – Mitigation
- ◆ Port of Los Angeles, CA – Performance Audit
- ◆ Port of Oakland/City of Oakland – Domain Awareness Center Staffing Plan Development
- ◆ City of Portland, CA – Public Information Officer Training
- ◆ City of Poway, CA – Overtime Audit
- ◆ City of Roseville, CA – EMS Transport
- ◆ Rancho Cucamonga Fire District, CA – Fire Services Feasibility Review
- ◆ Rancho Santa Fe FPD, CA – EMS Operational and Fiscal Feasibility Review
- ◆ Sacramento Metropolitan Airport, CA – ARFF Study
- ◆ Sacramento Regional Fire/EMS Communications Center – EMS Data Assessment
- ◆ City of Sacramento, CA – Fire Prevention Best Practices
- ◆ Salton CSD, CA – Fire Services Impacts Review
- ◆ City and County of San Francisco – Incident Management Training
- ◆ County of San Mateo – Countywide Fire Service Deployment Measurement System
- ◆ City of Santa Barbara, CA (Airport) – ARFF Study
- ◆ Santa Clara County – Incident Management Training
- ◆ Santa Cruz County – Incident Management Training
- ◆ Town of Scotia Company, LLC – Board Training Workshop
- ◆ Sonoma LAFCO – Municipal Services Review

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- ◆ City of Milpitas, CA – Fire Services Planning Assistance
- ◆ County of Monterey – EMS Agency Ambulance Systems Issues Review and Analysis
- ◆ County of Monterey – EMS Communications Plan
- ◆ City of Napa, CA – Mitigation
- ◆ Newark-Union City – Fire Services Alternatives
- ◆ Northstar – Fire Impacts and Growth Review
- ◆ South Monterey County Fire Protection District – Needs Assessment
- ◆ Squaw Valley – Assessment of Project Impacts
- ◆ Stanford University, CA – Fire Services System Review Consulting Services
- ◆ Wheatland Fire Authority, CA – Operational Feasibility Review
- ◆ City of Yorba Linda, CA – EOC

### **3.4 CLIENT REFERENCES**

Below, Citygate provides a list of references for related engagements. We strongly encourage the City to contact these references to see why agencies continue to call on Citygate for their fire and emergency services consulting needs.

#### **City of Corona, CA**

Project: Fire Department Strategic Plan/Standards of Response Coverage Study  
 Mr. John Medina, Fire Chief  
 (951) 736-2220  
[john.medina@ci.corona.ca.us](mailto:john.medina@ci.corona.ca.us)

#### **Snohomish County Fire District No. 1, WA**

Projects: Standards of Response Coverage Studies; Review of Draft Proposed Regional Fire Authority Plan  
 Robert Eastman, Planning Fire Captain  
 (425) 551-1227  
[reastman@firedistrict1.org](mailto:reastman@firedistrict1.org)

#### **San Diego County, CA**

Project: Countywide Deployment Study for Regional Fire, Rescue, and EMS Services (57 Total Fire Agencies)  
 Mr. Walt Ekard, Former Chief Administrative Officer  
 (619) 760-7444  
[Walt@waltekard.com](mailto:Walt@waltekard.com)

#### **City of San Diego, CA**

Project: Standards of Response Coverage Study  
 Mr. Javier Mainar, Fire Chief  
 (619) 533-4300  
[jmainar@sandiego.gov](mailto:jmainar@sandiego.gov)

#### **County of Santa Barbara, CA**

Project: Fire Services Deployment and Departmental Performance Audit  
 Mr. Michael Dyer, Fire Chief  
 (805) 681-5507  
[michael.dyer@sbcfire.com](mailto:michael.dyer@sbcfire.com)

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### 3.5 CITYGATE'S DEPTH IN FIRE SERVICE WORK

This section further describes the depth of Citygate Associates' experience in providing deployment consulting services.

Directly stated, the Citygate team led by Chief Gary is the **most experienced** with completing deployment studies and related fire services assessments in the United States. Why?

Stewart Gary, Citygate's Fire Practice Principal and retired Fire Chief, has for over 14 years helped develop the Standards of Response Cover methodologies and teaches these to fire service leaders across the U.S and Canada. Chief Gary partnered with the leading software firms to develop the tools necessary for advanced fire services deployment planning. To our knowledge, there is no other fire services deployment analyst with Chief Gary's depth and breadth of experience summarized here:

- ◆ In 1995 Chief Gary was asked to take the Commission on Fire Accreditation Standards of Response Cover (SOC) Manual edition #1 and develop the material into a 40-hour course for the California Fire Academy;
- ◆ In the years to follow, Chief Gary co-authored and edited SOC Manual versions #2 through #4;
- ◆ Chief Gary taught the highly successful SOC class at the California Fire Academy for years and delivered seminars nationally for the Commission on Accreditation to fire service groups including International Fire Chiefs Association Conventions, accreditation applicant agencies, Navy, and Air Force Fire Chiefs;
- ◆ Chief Gary, as a consultant since 2001, has worked on over 200 fire service projects. Many of these involved complicated and politically sensitive situations. Most involved some form of partial or total deployment analysis skills;
- ◆ To our knowledge, no other *single* consultant with his key software partner has done SOC studies on so many *large* agencies *and been a practicing Fire Chief*.
- ◆ Where Chief Gary's SOC studies have been presented to elected officials in public agency hearings, they have *always* been universally well received, with the findings and recommendations *never* being contested or disagreed with by elected officials, fire managers, city managers or labor leaders. This record of positive consultancy results across diverse stakeholder groups is unparalleled. In fact, at the final presentation of our countywide deployment study (led by Chief Gary) for San Diego County to the elected officials, we received these comments:

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- “Never before has a study been done that looks across the wide range of jurisdictional lines and at a level of analysis so deep.” – *Second District Supervisor, Dianne Jacob*
- “...I think this is an extraordinary report; ...it’s professionally done and this is probably one of the best presentations that I personally have ever sat through...” – *Supervisor Fourth District, Ron Roberts*

Since 2002, Michael Fay of Animated Data, Inc. has worked exclusively on SOC consultancy studies with Chief Gary. Together they have a vast experience set across over 120 clients that gives them an unparalleled knowledge of fire service incident response data issues.

### 3.5.1 Citygate’s Distinguishing Characteristics in the Marketplace

In one word – **trust** – founded on these core values:

Ethics: We will use rational information to help elected officials make informed policy choices. Our opinions are not for “sale” to those that might want to slant a recommendation because they are paying for the advice.

Quality: We deliver a complete work product that meets the client’s *local* needs. We do not use one-size-fits-all reports. Our reports clearly use facts to frame appropriate recommendations that the civilian reader can understand. We do not use industry jargon or jump to conclusions that only a fire service individual would understand.

Timeliness: We will offer our clients a realistic timeline and always complete our work within that timeline. Where we have not, it is due to the client needing more time to schedule events or to produce background information.

Sensitivity: We will understand at the project kick-off what the stakeholder issues are and what information will be needed to completely address them. We are careful to respect local issues. We do not take sides. We rationally analyze information and present policy choices. We are quiet, “backstage” experts who let the local officials set and explain public policy.

Independence: Citygate provides a dependable independent voice (perspective, viewpoint, evaluation, assessment). Citygate is not aligned with any special interest group or association.

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## SECTION 4—PRICING PROPOSAL

### 4.1 PROJECT COST/BILLING

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 identified below based on our Phase I, pre-implementation Work Plan in Tasks 1-5.

Since the depth and/or complexity of the fee analysis is not yet known, the Phase II work for implementation after the services plan is accepted will be billed at our time and materials rates, under close direction from the City and with its approval for any tasks.

Citygate Hourly Fees	Goodwin Hourly Fees	Reimbursable Expenses	Total <u>Phase I</u> Project Amount
\$43,103	\$12,474	\$2,615	<b><u>\$58,192</u></b>

### 4.2 CITYGATE COST AND BILLING TERMS

The price quoted above is effective for 30 days from the date of receipt for this proposal and includes one (1) draft 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 up to five (5) bound color copies of the Final Report document and one (1) reproducible master copy on CD-ROM. 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.

If the City decides to delay our final presentation in Task 5 after acceptance of the final work product, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

Our policy is to bill monthly for professional fees. Our charges are based on actual time spent by our consultants at their established billing rates, plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc., which is included in our project costs above. We also bill for travel expenses (at cost) incurred in the prior month’s work. 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.

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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.

#### **4.3 STANDARD HOURLY BILLING RATES**

Citygate's hourly billing rates are shown below:

##### **Citygate Hourly Rates**

Classification	Rate	Consultant
Citygate President	\$225 per hour	David DeRoos
Fire Practice Principal and Project Director	\$250 per hour	Stewart Gary
Statistical Specialist	\$160 per hour	Michael Fay
Report Project Administrator	\$125 per hour	Chad Jackson
Administrative	\$ 95 per hour	Various

Goodwin's hourly rates are shown below. Citygate and Goodwin have estimated up to 40 hours of Goodwin's time in Phase I as needed. Citygate's Phase I project cost includes a ten percent (10%) markup on all Goodwin hourly rates for project management, quality assurance, and billing purposes. This markup would also apply to any Phase II work performed.

##### **Goodwin Hourly Rates\***

Position	Rate
Senior Principal	\$270 per hour
Principal	\$235 per hour
Vice President	\$205 per hour
Senior Associate	\$185 per hour
Associate	\$175 per hour
Analyst	\$165 per hour
Research Assistant	\$ 90 per hour

*\* The rates reflected above are valid through December 31, 2015, and may be adjusted thereafter.*



**APPENDIX A**

**CODE OF ETHICS**

## CODE OF ETHICS

### **CLIENTS**

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

### **ENGAGEMENTS**

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

### **FEES**

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

### **PROFESSION**

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

**APPENDIX B**

**PROJECT TEAM RESUMES**

Mr. Gary was, until his retirement, the Fire Chief of the Livermore-Pleasanton Fire Department. Now in his 42<sup>nd</sup> year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief/Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, CA in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless ten-company department from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam award for excellence and innovation by the California League of Cities in 1999.

Mr. Gary has both a Bachelor's and Master's degree in Public Administration from San Diego State University. He holds an Associate in Fire Science Degree from Miramar Community College in San Diego, a Certificate in Fire Protection Administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing fire protection policy on the local, state, and national levels. He has served as a Board Member representing cities on the California Office of Emergency Services-Firescope Board, and served two terms as the Fire Chief representative on the California League of Cities Board of Directors.

#### **Memberships Held Include:**

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA
- ◆ National Fire Protection Association, Quincy, MA

#### **Selected Consulting Experience Includes:**

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed, or directed over 200 consulting projects. Some of the highlights and recent projects are:

- ◆ Served as Project Manager for a Fire Master Plan and Standards of Response Cover Deployment analysis for the City of San Luis Obispo, CA.
- ◆ Served as Project Director for Citygate's Standards of Response Coverage study for the City of San Diego, CA.
- ◆ Served as Project Manager and SOC Specialist for a Fire Services Deployment and Departmental Performance Audit for the Santa Barbara County Fire Department.
- ◆ Served as Project Director and SOC Specialist for Citygate's Regional Fire Services Deployment Study for San Diego County, including 57 fire agencies in the County region. Citygate outlined a process designed to establish a blueprint

for improving San Diego County's regional fire protection and emergency medical system.

- ◆ Served as Project Director and SOC Specialist for a Standards of Response Cover deployment analysis and geo-mapping software implementation for the Sacramento Metropolitan Fire District.
- ◆ Served as Fire Practice Principal and Project Director for a Standards of Response Cover (deployment) analysis for Lake Travis Fire and Rescue to update the Department's performance since Citygate's completion of a Master Plan in 2007.
- ◆ Served as Project Manager for a Master Plan and Standards of Response Cover Deployment study for the City of Surprise, AZ. This project included developing macro cost impacts and a growth strategy for a city.
- ◆ Served as Fire Services Specialist for a Comprehensive Management Audit of the Goodyear, AZ Fire Department to evaluate: (1) effectiveness and management processes of the leadership team; (2) design and direction of the organization; and (3) organizational climate.
- ◆ Served as Project Director and SOC Specialist for a fire and emergency services study for the El Dorado Local Agency Formation Commission to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost effective coverage.
- ◆ Served as Project Director and SOC Specialist for a project for the City of Oakland to conduct a comprehensive multi-hazard, all-risk fire service deployment study to analyze the City's fire services emergency response systems. Citygate also made recommendations for improvement of adding traditional resources and alternative and adaptive deployment models.
- ◆ Served as Fire Practice Principal for a review of the draft proposed South Snohomish, WA Regional Fire Authority Financial and Level-of-Service Plan to evaluate the plan for any missing elements, review assumptions of the proposed fiscal model, and offer insight.
- ◆ Served as Project Manager for a study in which Citygate completed a Standards of Response Cover Deployment Analysis for the Snohomish County Fire District 1, WA.

Chief Gary has been involved with all of the other fire service projects starting in 2001 listed on our reference list.

**Other non-Citygate Relevant Experience Includes:**

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Response Cover (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached, assisted and initially drafted the Clark County Fire Department Rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each

rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.

- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Response Coverage tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9-0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless ten-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided from eight stations and a training facility, and two additional stations were under construction.
- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the *Standards of Cover* system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ In 1994, Mr. Gary effectively led the Fire Department's adding of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully re-voted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters union in reaching a new understanding on staffing, and a fifth Fire Company was added to better serve the Northwest area of Livermore.
- ◆ During his tenure in Carlsbad, he successfully master planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ◆ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore fire department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department including plan check and inspection services for two years; master planned future growth in the North Livermore area for an additional 30,000 people in a "new town" area.

- ◆ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.
- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.
- ◆ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

#### **Instructor and Lecturer:**

- ◆ Instructor and lecturer on Fire Service Deployment for the Commission on Fire Accreditation Standards of Cover Methodology. Over the last five years, Mr. Gary has presented one-day workshops across the U.S. and Canada to fire chiefs. Presentations have included:
  - The International Association of Fire Chiefs Convention;
  - U.S. Navy Fire Chiefs in Norfolk, Virginia;
  - U.S. Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado;
  - Seattle area Fire Chiefs;
  - Vancouver British Columbia Fire Chiefs Association;
  - The Michigan/Indiana Fire Chiefs Association School at Notre Dame University;
  - The California Fire training Officers annual workshop.
- ◆ Developed and taught the 40-hour course in fire deployment methods for the California Fire Academy for seven years. Over 250 fire officers have been trained in this course.

#### **Presentations:**

- ◆ “Mapping the Future of Fire.” First ever fire service technology conference, October 2000, Dallas, Texas. Outlined fire service needs, especially for GIS mapping and mobile data technologies in the fire service.

#### **Publications:**

- ◆ Edited, partially wrote and co-developed the 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Editions of the Commission on Fire Accreditation Standards of Response Cover Manual.
- ◆ Fire Chief Magazine article. February 2001, “System of Cover.” Using the Accreditation Commission’s Standards of Response Cover systems approach for deployment.
- ◆ Fire Chief Magazine article. December 2000, “Data to Go.” Designing and implementing wireless data technologies for the fire service.

**SUBCONTRACTOR****DAVE FREUDENBERGER, MBA**

Dave Freudenberger offers comprehensive experience in public finance, fiscal impact analysis, and economic and market feasibility. He has managed numerous studies prepared for small, single-use developments as well as large, master-planned communities, and these projects have ranged from dense urban spaces to expansive undeveloped areas. Dave brings two decades of preparing public infrastructure funding strategies, fiscal and economic impact studies, market absorption studies, pro forma cash flow analyses, tax increment projections and redevelopment feasibility studies, and jobs/housing and affordable housing programs. He also has expertise in valuing real estate portfolios, restructuring the financial elements of real estate deals, and assessing ground lease and related development proposals for residential, non-residential, and institutional land uses.

Dave has personally directed the evaluation, preparation, and implementation of numerous land-secured financing districts, tax increment financing programs, and public facilities financing plans throughout California, Hawaii, and Nevada. In a hands-on fashion, he has supervised the formation of hundreds of CFDs, having developed complex cash flow models and special tax formulas that determine the capacity, structure, and timing of land-secured debt financing programs and ongoing municipal services programs.

Dave has been a conference panelist, moderator, and speaker on public financing topics for the League of California Cities, multiple California chapters of the American Public Works Association, the California Redevelopment Association, the Hawaii Municipal Attorneys Conference, the Hawaii Congress of Planning Officials, the Land Use Research Foundation of Hawaii, and the Hawaii Leeward Planning Conference, as well as a guest lecturer at both UC Berkeley and UC Davis.

Dave earned a B.S. in Industrial Engineering from Stanford University and an M.B.A. from the University of California at Los Angeles.



**SUBCONTRACTOR****MICHAEL D. FAY**

Michael D. Fay has over 30 years of experience and has served as a firefighter, EMS director, educator, consultant, and publisher.

**Relevant Experience:**

- ◆ President of Animated Data, Inc., the designer and publisher of Stats FD, formerly *NFIRS 5 Alive*. Using standard *Stats FD* and raw CAD datasets, *Stats FD* quickly performs diagnostic analysis of fire department operations. Outputs are designed for both live and printed presentations.
- ◆ Director of End2End, Inc., publisher of FirePoint RMS Systems for fire departments. Products of the firm include 40 single-user and multi-user client server modules. (Formerly Advanced Command Systems, Inc. Maynard, MA). Mr. Fay is responsible for RMS product development.
- ◆ Senior Associate of Firepro Inc., a fire consulting firm specializing in fire safe building design, forensic reconstruction, and fire department consulting services. Mr. Fay directed fire scene documentation and reconstruction of dozens of large loss fires and co-authored management studies for several city fire departments.
- ◆ Assistant Superintendent and Program Chair for Management Technology at the National Fire Academy, Federal Emergency Management Agency (FEMA). The mission of the National Fire Academy is to enhance the nation's fire protection services through the development and delivery of specialized programs for fire service managers, trainers and technicians. Mr. Fay directed delivery of management training courses in the Resident Programs Division, and he developed and delivered executive development training courses for chief officers of larger departments. He also established the National Fire Academy's microcomputer laboratory. Mr. Fay authored two college-level courses on the use of computer technology in the fire service and was responsible for the development and delivery of a national teleconference on management applications for fire service computers.
- ◆ Field Coordinator, International Association of Fire Chiefs Apprenticeship Program. The IAFC/IAFF Apprenticeship Program developed personnel resources through the establishment of performance standards and local programs of training. Mr. Fay traveled to fire departments nationally to help resolve obstacles to the implementation of enhanced fire fighter, EMT and paramedic training programs and contributed to the development and adoption of national standards for Firefighters and Emergency Medical Technicians (EMTs).
- ◆ Director, Emergency Medical Services and Firefighter for the Amherst, MA Fire Department, was responsible for EMS operations, supervision of EMS personnel, budget preparation and public information programming. He also served as a line firefighter.

**Education:**

- ◆ BA, University of Massachusetts

**CITYGATE ASSOCIATES, LLC****DAVID C. DEROOS, MPA, CMC**

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel, and nearly thirty years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the State and Local government consulting division of Ernst & Young.

**Selected Relevant Experience Includes:**

- ◆ For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated, and that the project deliverables are in conformance to Citygate's quality standards.
- ◆ Served in an oversight capacity for a Fire Master Plan and Standards of Response Cover Deployment analysis for the City of San Luis Obispo, CA.
- ◆ Served in an oversight capacity for a Fire Services Deployment and Departmental Performance Audit for the Santa Barbara County Fire Department.
- ◆ Served in an oversight capacity for Citygate's Regional Fire Services Deployment Study for San Diego County, including 57 fire agencies in the County region. Citygate will implement a phased process designed to establish a blueprint for improving San Diego County's regional fire protection and emergency medical system.
- ◆ Served in an oversight capacity for a Master Plan and Standards of Response Cover Deployment study for the City of Surprise, AZ. This project included developing macro cost impacts and a growth strategy for a city.
- ◆ Served in an oversight capacity for a Comprehensive Management Audit of the Goodyear, AZ Fire Department to evaluate: (1) effectiveness and management processes of the leadership team; (2) design and direction of the organization; and (3) organizational climate.
- ◆ Served in an oversight capacity for a Standards of Response Cover deployment analysis and geo-mapping software implementation for the Sacramento Metropolitan Fire District.
- ◆ Served in an oversight capacity for a fire and emergency services study for the El Dorado Local Agency Formation Commission to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost effective coverage.
- ◆ Served in an oversight capacity for Citygate's Standards of Response and Master Operations Plan for Travis County Emergency Service District #6. This analysis

included a review of distribution of fire stations, deployment times, and firefighter staffing.

- ◆ Recently served in an oversight capacity for a Fire Department Strategic Plan and Standards of Response Coverage study for the City of Corona to include all facets of fire and non-fire operations including but not limited to fire prevention, fire administration, emergency medical services, fire investigation, fire training, disaster preparedness, hazardous materials, administrative support positions, information systems, capital facilities and apparatus, fire department fees, regional issues, and fire public education.
- ◆ Served in an oversight capacity to conduct an emergency service consolidation/merger support study for the University of California, Davis and the cities of Davis, West Sacramento, and Woodland.
- ◆ Served in an oversight capacity for a project for the City of Oakland to conduct a comprehensive multi-hazard, all-risk fire service deployment study to analyze the City's fire services emergency response systems, and make recommendations for improvement of adding traditional resources and alternative and adaptive deployment models.
- ◆ Served in an oversight capacity for a review of the draft proposed South Snohomish, WA Regional Fire Authority Financial and Level-of-Service Plan to evaluate the plan for any missing elements, review assumptions of the proposed fiscal model, and offer insight.
- ◆ Served in an oversight capacity for a study in which Citygate completed a Standards of Response Cover Deployment Analysis for the Snohomish County Fire District 1, WA.
- ◆ Served in an oversight capacity for a high-level review of existing firefighting and multi-hazard risk analysis data, response capabilities and future needs in the Port of Long Beach operational area for City of Long Beach Fire Department managed Port assets, including locations of ground base fire stations and waterborne fireboats.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the U.C. Davis Extension College and for graduate classes in Public Administration, Administrative Theory and Labor Relations for Golden Gate University, and Non Profit and Association Management for the University of Southern California. He has been a speaker for the American Planning Association (APA), written for the California APA Newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, Base Closures, and related issues across the US. Mr. DeRoos holds a certificate in Public Sector Labor Management Relations from U.C. Davis, and is a Certified Management Consultant (CMC).

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## AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on April 2, 2015, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and CITYGATE ASSOCIATES, LLC, hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on March 31, 2015, City Council approved the completion of an analysis of fire-based emergency response services and funding options report.

WHEREAS, Contractor submitted a proposal on February 2, 2015 to perform a fire services master plan update for the City of San Luis Obispo, CA which was accepted by City Council on March 31, 2015.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until completion of said analysis of fire-based emergency response services and funding options formal report and presentation to the City Council.

2. **INCORPORATION BY REFERENCE.** Contractor agrees to perform the services set forth in its Fire Services Master Plan Update dated February 2, 2015 which is incorporated herein by this reference. Contractor further agrees to comply with the City's standard terms and conditions and insurance requirements which are attached hereto as Exhibits A and B, respectively, and incorporated herein by this reference. Should there be any conflict between Contractor's proposal and the City's standard terms or conditions, the City's standard terms and conditions shall control.

3. **CITY'S OBLIGATIONS.** For providing analysis of fire-based emergency response services and funding options report as specified in this Agreement, City will pay and Contractor shall receive therefor compensation in a total sum not to exceed \$58,200.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification.

5. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Council or City Manager of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

<b>City</b>	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
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<b>Contractor</b>	Citygate Associates, LLC Chief Stewart Gary 2250 East Bidwell St., Ste #100 Folsom, CA 95630
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8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Administrative Officer

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
David DeRoos, Citygate Associates President

**Exhibit A****GENERAL TERMS AND CONDITIONS****REQUIREMENTS**

1. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Exhibit B within 10 (ten) calendar days as a precondition to contract execution.
2. **Business Tax.** The Contractor must have a valid City of San Luis Obispo business tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

**CONTRACT PERFORMANCE**

3. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
4. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
5. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
6. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
7. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
8. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
9. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
10. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.



11. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
12. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
13. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
14. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
15. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
16. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
17. **Hold Harmless and Indemnification.** *The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*

18. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
19. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

**Exhibit B****INSURANCE REQUIREMENTS****Consultant Services**

The Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

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

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.