



**CITY OF HOLLISTER
FIRE PROTECTION ADVISORY COMMITTEE AGENDA
SPECIAL MEETING**

Thursday, January 9, 2025, 9:00 a.m.

City Council Chamber, City Hall

375 Fifth Street, Hollister, CA 95023

Roxanne Stephens, Hollister Mayor
Rolan Resendiz, Hollister Councilmember, District 2
Rudy Picha, Hollister Councilmember, District 1 (alt.)
Angela Curro, San Benito County Supervisor, District 4
Kollin Kosmicki, San Benito County Supervisor, District 2
Dom Zanger, San Benito County Supervisor, District 1 (alt.)
Scott Freels, San Juan Bautista Mayor
Leslie Jordan, San Juan Bautista Mayor Pro Tem (Vice Chair)

NOTICE TO PUBLIC

Persons who wish to address the Fire Protection Advisory Committee are asked to complete a speaker's card and give it to the Meeting Clerk before addressing the Fire Protection Advisory Committee. Those who wish to address the Fire Protection Advisory Committee on an agenda item will be heard when the presiding officer calls for comments from the audience. Committee related items not on the agenda will be heard under the public input section of the agenda. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. If you are joining us by Zoom, please click on the bottom of your screen to raise your hand. If you are joining us by Zoom using a cell phone, please press *9. After hearing audience comments, the public portion of the meeting will be closed, and the matter brought to the Fire Protection Advisory Committee for discussion.

Materials related to an item on this agenda submitted to the Fire Protection Advisory Committee after distribution of the agenda packet are available for public inspection in the City Clerk's Office at City Hall, 375 Fifth Street, Hollister, Monday through Friday, 8:30 a.m. to noon, 1:00 p.m. to 4:30 p.m. (City Hall is closed between 12:00 and 1:00 p.m.)

Requests to make presentations to the Fire Protection Advisory Committee should be submitted to the Fire Chief at least ten days before the Fire Protection Advisory Committee meeting. It is customary for City staff members to review such matters before the formal presentation so that the Fire Protection Advisory Committee may have the benefit of all available data. PowerPoint presentations must be presented to the Fire Chief by 5:00 p.m. the day before the Fire Protection Advisory Committee meeting.

The public may watch the meeting via live stream at:

City of Hollister Website

<https://pub-hollister.escribemeetings.com/>

Public Participation:

The public may attend meetings.

NOTICE: The Fire Protection Advisory Committee will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Hollister utilizes Zoom teleconferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing may not be available at all meetings.)

If you wish to attend the meeting remotely, please use the zoom registration link below:

https://us02web.zoom.us/webinar/register/WN_QbK-KVEiRP2HkzG_KTvqzw

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (831) 636-4300. Notification of 48 hours prior to the meeting will enable the City to attempt to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

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1. **CALL TO ORDER**
 2. **PLEDGE OF ALLEGIANCE**
 3. **ROLL CALL**
 4. **VERIFICATION OF AGENDA POSTING**

The agenda for the Fire Protection Advisory Committee special meeting of January 9, 2025 was posted on the bulletin board at City Hall on January 3, 2025 per Government Code Section 54954.2.
 5. **APPROVAL OF MINUTES**
 - 5.1 **APPROVE OCTOBER 3, 2024 MEETING MINUTES**
 6. **PUBLIC INPUT FOR ITEMS NOT ON THE AGENDA**

This is the time for anyone in the audience to speak on any item not on the agenda and within the subject matter jurisdiction of the Committee. Speaker cards are available in the lobby, and are to be completed and given to staff before speaking. When the Minutes Clerk calls your name, please come to the podium, state your name and city for the record, and speak to the Committee. If you are joining us by Zoom, please click on the bottom of your screen to raise your hand. If you are joining us by Zoom using a cell phone, please press *9. Each speaker will be limited to up to three (3) minutes with a maximum of 30 minutes per subject. Please note that state law prohibits the Committee from discussing or taking action on any item not on the agenda.
 7. **COMMITTEE BUSINESS**
 - 7.1 **SELECT COMMITTEE CHAIR AND VICE CHAIR CALENDAR YEAR 2025**

Nominate and select from among the Committee members a Chair and Vice Chair for calendar year 2025.
 - 7.2 **A PRESENTATION OF THE PROPOSAL FROM BAKER TILLY FOR THE FIRE PROTECTION AND LIFE SAFETY FORMATION STUDY FOR REVIEW, DISCUSSION, AND DIRECTION.**

RECOMMENDED ACTION:
Review, discuss, and give staff direction on the proposal from Baker Tilly for the Fire Protection and Life Safety Services Special District Formation Study.
 - 7.3 **FIRE HAZARD SEVERITY ZONE MAPPING FOR 2025**

Receive an informational update from Hollister Fire Chief.
 8. **COMMITTEE REPORTS**
 - 8.1 **COMMITTEE MEMBER REPORTS**
 - 8.2 **CHIEF'S REPORT**
 9. **FUTURE AGENDA ITEMS**
 10. **ADJOURNMENT**



**City of Hollister
Fire Protection Advisory Committee
Minutes of the Regular Meeting**

**October 3, 2024, 9:00 a.m.
City Council Chamber, City Hall
375 Fifth Street, Hollister, CA 95023**

Members Present: Mia Casey
Dolores Morales
Angela Curro
Kollin Kosmicki
Scott Freels

Members Absent: Leslie Jordan

1. CALL TO ORDER

Chair Casey called the meeting of the City of Hollister Fire Protection Advisory Committee to order at 9:00 a.m.

2. PLEDGE OF ALLEGIANCE

Committee Member Curro led the Pledge of Allegiance.

3. ROLL CALL

4. VERIFICATION OF AGENDA POSTING

5. APPROVAL OF MINUTES

5.1 September 5, 2024 Special Meeting Minutes

Moved by: Dolores Morales

Seconded by: Scott Freels

To approve the September 05, 2024 Regular Meeting Minutes.

Ayes (5): Mia Casey, Dolores Morales, Angela Curro, Kollin Kosmicki, and Scott Freels

Absent (1): Rick Perez, Dom Zanger, and Leslie Jordan

Carried (5 to 0)

6. PUBLIC INPUT FOR ITEMS NOT ON THE AGENDA

Chair Casey opened public comment at 9:04 a.m.
There were no speakers present.
Chair Casey closed the public comment.

7. REPORTS

No Reports.

8. OLD BUSINESS

No Old Business.

9. NEW BUSINESS

Chief Goulding gave a report regarding the formation of a JPA for San Benito County.

Chair Casey opened public comment at 9:07 a.m.
There were no speakers present.
Chair Casey closed the public comment.

The Committee Member Curro requested a copy of the Livermore-Pleasanton JPA agreement.

Chief Goulding clarified that the scope of the JPA discussions are intended to be for exploring a fire district, not for fire services.

10. SETTING OF NEXT MEETING DATE

The next regular meeting is scheduled for December 5, 2024.

11. ADJOURNMENT

Chair Casey adjourned the Fire Protection Advisory Committee Meeting at 9:10.

Angie Gonzalez, Deputy City
Clerk



**STAFF REPORT
FIRE PROTECTION ADVISORY COMMITTEE
MEETING DATE: January 9, 2025
REPORT # Fire-2025-01**

AGENDA ITEM: A PRESENTATION OF THE PROPOSAL FROM BAKER TILLY FOR THE FIRE PROTECTION AND LIFE SAFETY FORMATION STUDY FOR REVIEW, DISCUSSION, AND DIRECTION.

DEPARTMENT: Fire

DEPARTMENT HEAD: Jonathan Goulding, Fire Chief

STAFF CONTACT: Jonathan Goulding, Fire Chief

RECOMMENDED ACTION: Review, discuss, and give staff direction on the proposal from Baker Tilly for the Fire Protection and Life Safety Services Special District Formation Study.

DISCUSSION: Staff spent significant time focusing on the scope of the Request for Proposal (RFP) for a fire district feasibility study, which the Fire Protection Advisory Committee approved in September 2024. Per the committee's request, the City of San Juan Bautista took the lead in issuing this proposal. On September 10th, 2024, the City of San Juan Bautista issued the RFP.

In addition to working with Regional Government Services (RGS) to distribute the RFP, the City of San Juan Bautista identified six companies that could cover the scope of the work and contacted them directly to increase the number of bidders. On Friday, November 15, 2024, the City of San Juan Bautista held a pre-bid conference call via Zoom. All three jurisdictions, as well as multiple potential bidders, were represented in that meeting.

The City of San Juan Bautista received only one proposal at the closing of the bidding period, December 16, 2024.

FISCAL IMPACT: This proposal estimates the requested scope of work from the consultant at \$99,000, with the cost allocation between the three jurisdictions to be discussed and recommended to the respective legislative bodies. This will also require staff time from all three jurisdictions. The amount of staff time from each jurisdiction is unknown, but it will most heavily rely on fire department staff.

PREVIOUS COMMITTEE ACTION: Previously, the committee contracted with AP Triton for a similar scope. This contract was funded through a grant. However, the study was delayed and not completed within the contracted time. AP Triton issued an updated proposal in which the remaining grant funds would not cover fully, either in cost or timeframe. The committee opted to restart the process with an updated scope.

CEQA: N/A

ATTACHMENTS:

1. RFP

2. Baker Tilly Proposal

December 16, 2024

San Benito County Fire Protection Advisory Committee

Fire protection & life safety services
special district formation study

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We really appreciate your support through our journey and ALL that we were able to learn with you coaching and guiding us.

Vice president | Baker Tilly client



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Cover Letter

December 16, 2024

Don Reynolds, City Manager
City of San Juan Bautista
c/o San Benito Fire Protection Advisory Committee
Delivered electronically

Baker Tilly Advisory Group, LP
1735 Technology Drive
Suite 410
San Jose, CA 95110
T: +1 (408) 766 6000
bakertilly.com

Dear Mr. Reynolds:

Earlier in 2024, the City of Hollister – which provides fire services to San Benito County and the cities of San Juan Bautista and Hollister – announced it was terminating its fire agreements with the County and San Juan Bautista due to the challenges of providing services under the current agreement. The three entities, under the San Benito Fire Protection Advisory Committee, are now seeking a study to:

- Assess the current fire services being provided to the three jurisdictions
- Identify opportunities to expand and/or strengthen services provided
- Determine potential costs and service benefits to the taxpayers if the two cities and the County consolidate under a Fire Protection District

Baker Tilly has conducted similar studies for other local governments in the state of California and across the United States. Our past relevant experience includes:

- An independent, third-party examination of the Orange County Fire Authority's proposal to provide fire services to the City of Fullerton
- An organizational assessment of the Five Cities Fire Authority and development of a detailed projection of the costs associated with operating the Fire Authority under various scenarios
- Annexation of the City of San Bernardino Fire Department into the San Bernardino County Fire Protection District

Members of our proposed team have worked on the projects above and related studies, and the team includes specialists in finance, human resources, fire services and related functions. We have a deep bench of additional subject-matter specialists we can call on as needed throughout the project. We perform our work on time and within budget, which we have proven in the thousands of projects we have completed for local government clients.

I am authorized to make presentations for Baker Tilly, sign on behalf of the firm and bind it in a Professional Services Agreement. I will serve as contact and my information is below. Our bid is conditioned upon being afforded the opportunity to propose additional terms and negotiate mutually agreeable revisions to the Sample Professional Services Agreement prior to executing a final contract.

The San Benito Fire Protection Advisory Committee will be an important client to us and we hope this proposal kicks off a successful partnership. We can't wait to get started.

Sincerely,

A handwritten signature in blue ink that reads "Carol Jacobs".

Carol Jacobs, Managing Director
+1 (949) 809 5588

Introduction

As your guide, we champion your goals, anticipate your challenges and pioneer new territory together.

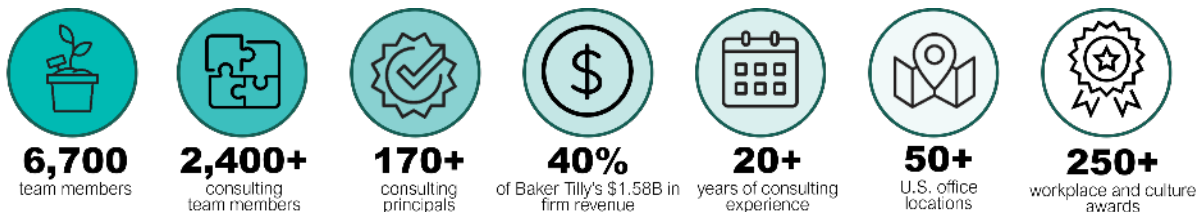
Guiding you with our resources, reputation and reach

Making decisions today to shape tomorrow is especially challenging in these extraordinary times. The San Benito Fire Protection Advisory Committee **requires a firm with consulting specialists who combine functional experience, industry knowledge and technical expertise to respond to your immediate needs and support you as your organization evolves.**

Baker Tilly is that firm. We pay special attention to the intersection of strategy and execution to deliver:

- **Innovative and pragmatic approaches** for assessing changes, adapting quickly, implementing best practices and competing in any environment
- **Services** to enhance the safety and security of the community you serve
- **Strategies** to identify and mitigate potential risks
- **Solutions** for your toughest challenges

More than anything, the San Benito Fire Protection Advisory Committee will receive an exceptional experience for your management team, internal process owners and — ultimately — members of the Hemet community. Below are some key facts about our consulting practice, including the depth of resources that stand ready to support your core project team:



GIVING YOU THE TOOLS YOU NEED TO NAVIGATE THE FUTURE

Baker Tilly will successfully guide the San Benito Fire Protection Advisory Committee through changing landscapes with skills, stability and strength as one of the oldest and largest advisory, assurance and tax firms in the United States.

Delivering specialized expertise to our public sector clients

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity and eager to serve as a true valued advisor to the public sector, Baker Tilly has served the public sector since our founding in 1931 and formalized its dedicated public sector specialization more than 50 years ago. **Today, more than 350 Baker Tilly professionals — including nearly 30 principals — focus directly on serving governments and provide hundreds of thousands of client service hours annually to organizations like the San Benito Fire Protection Advisory Committee.**

Nationwide, our public sector practice has served nearly 4,000 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, airports and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.

Public sector: Experience that matters



COMMITMENT TO THE PUBLIC SECTOR

Baker Tilly has been in business for more than 90 years, and public sector entities were some of our first clients.

Valuing independence — and ensuring it

The validity of the work we do for the San Benito Fire Protection Advisory Committee and the reputation of our firm all depend on one thing: upholding the independence standards that govern our profession.

This is a responsibility we hold paramount. We use multiple guard rails in the form of quality control policies and procedures to monitor our compliance. Each year, every staff member completes and signs representations on their compliance with independence policies and procedures.

Selected principals and managers verify compliance with independence requirements. We conduct firmwide conflict checks prior to accepting attest work for publicly traded companies. We also maintain a real-time list of companies where investments may be prohibited.

As part of the San Benito Fire Protection Advisory Committee's engagement planning process, we confirm the independence of your engagement team members, management-level personnel and other applicable individuals in the firm.

Baker Tilly is not a small or minority-owned business or women's business enterprise.

Description of study understanding and approach

Currently the City of Hollister is providing fire services to the City of San Juan Bautista and the County of San Benito as well as the City of Hollister. Services to the County and the City of San Juan Bautista are delivered under contract, but for a variety of reasons the contracting approach is not sustainable, and the jurisdictions would like to explore setting up a single jurisdiction such as a fire district to provide services to the area.

Fire districts are common in California, and they often provide service to both unincorporated (county) areas and incorporated cities. An example of such a fire district would be the Ventura County Fire Protection District which serves the unincorporated portions of Ventura County and seven of the ten incorporated cities located within that County. Originally, this special district was created under a fire district act authorized by the legislature in 1961, which has now been superseded by the Fire District Law of 1987.

Hollister, San Juan Bautista and the County will probably want to examine the 1987 Fire District legislation as a possible vehicle for a single fire service jurisdiction. It may also want to consider a short-term Joint Powers Agreement as a “bridge” vehicle until a permanent special district can be formed. Other approaches are also possible.

Our detailed plan of work is presented below.

Activity 1 – Start project

Baker Tilly will begin this project with a careful learning phase, starting with a meeting with you and the members of the Fire Protection Advisory Committee (Committee) to ensure we have a clear understanding of your objectives. Prior to the kickoff meeting, we will develop a work plan for your consideration that includes project team roles and responsibilities, the project scope and the anticipated project timeline. During the kickoff meeting, we will confirm the work plan and schedule, so our proposed scope of work is aligned precisely to meet your goals.

The project start-up activity forms the foundation of the relationship between Baker Tilly’ team and the Committee’s team. In addition to covering logistics such as who should be interviewed and communication protocols, we will discuss the approach and timing of this project in relation to other activities across the three organizations. We understand that the work associated with this review is in addition to the normal work of the organizations and must be integrated in a way that minimizes disruption.

We will have provided a data request for background information prior to this meeting and will review the material collected by staff to identify any other data needs.

Activity 2 – Gather information from the Hollister Fire Department, staff of the two cities and the County

Next, we will gather various financial data and fire department information from the Hollister Fire Department, the City of Hollister, the City of San Juan Bautista and San Benito County. We will seek to collect and confirm information in activities described below.

- Interview department and City/County leaders and staff to gain insights into the operational challenges and opportunities. This will also include site tours to observe the facilities and operations firsthand. .
- Review budget information to assess financial allocations, expenditures, and funding sources.

DESCRIPTION OF STUDY UNDERSTANDING AND APPROACH

- Review operational information such as calls for service for each area, response times and related data such as the ESCI study completed on service delivery options and operational recommendations
- Identify potential funding sources to support the proposed improvements. We will review the history of parcel and property tax issues in the area as well as other special tax measures for municipal services
- Analyze the legal mandates and regulatory requirements that govern fire services to ensure compliance and identify any gaps.
- Assess current technology and infrastructure to determine their adequacy and identify areas for enhancement.

Activity 3 – Conduct analysis and develop observations and preliminary recommendations

Next, we will analyze the information collected previously. We will conduct a thorough analysis to develop observations and recommendations. We will begin by evaluating the effectiveness of the current fire safety and rescue services to determine their strengths and areas for improvement. Additionally, we will analyze the feasibility of forming a joint fire protection district, considering the potential benefits and challenges associated with such a move. A cost-benefit analysis of various options will be conducted to identify the most viable solutions. Furthermore, we will identify potential funding sources and analyze the financial impacts of the proposed solutions to ensure their sustainability. Lastly, we will examine the impact of commercial and residential growth on fire services to ensure that the proposed solutions can accommodate future demands.

As noted above we will be looking specifically at the Fire Protection District Law of 1987 as a possible special district vehicle but will also investigate other possible approaches such as creation of a community services district as a vehicle which might offer more flexible governance arrangements, which we know will be important. We have often found that a technical advisory committee or something similar can be an effective instrument for designing governance controls when other options may be limited.

We will prepare observations and preliminary recommendations and meet with project leaders to review them. This will be an opportunity to discuss what we learned and observed in our analysis and hear feedback about the issues we have identified. This discussion provides a preview of what will be addressed in the project report.

Activity 4 – Report results

Once we have received feedback about the observations and recommendations and overall fire regionalization opportunities, we will prepare a draft report that includes our analysis and recommendations for actions regarding the delivery of fire services in the County and two cities. We will present the draft for review and comment. At the conclusion of the review period, we will consider all changes and suggested revisions and prepare the final report.

Reports prepared by Baker Tilly are rich in detail, with recommendations supported by quality analysis. We take pains to ensure that our analysis and subsequent recommendations are organized in an easy-to-understand format and presented in a positive manner.

We take several discrete steps to ensure quality control. The first is to prepare a draft report for managers to review to ensure that facts are accurate and ideas are presented clearly. Baker Tilly retains responsibility for our professional recommendations but we expect that vetting the draft report with management improves its utility. In addition to vetting the report for accuracy the draft review provides an opportunity to discuss the recommendations and to identify implementation issues. Baker Tilly is committed to recommending actions that result in meaningful operational improvements and can be implemented in the real world. Once comments have been received, the final project report will be prepared, peer reviewed, and then transmitted to you.

Activity 5 – Support implementation

Baker Tilly has a strong bias for action. Our reports and resulting recommendations become tools for setting priorities and for developing work plans. After completing our report, we will prepare a draft

DESCRIPTION OF STUDY UNDERSTANDING AND APPROACH

Implementation Action Plan in accordance with state and federal requirements to form a fire district based on the recommendations in our report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action and assigns a priority level (immediate, near- or long-term) for initiating each recommendation.

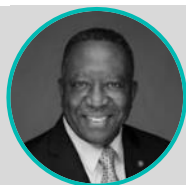
The action plan is prepared as a draft and becomes final after you integrate the action steps into a work plan that includes dates for planned completion. The action plan is an important management tool for actual implementation of the work outlined in the project report.

Project team

Leading the San Benito Fire Protection Advisory Committee 's service feasibility study and uncovering opportunities along the way

Meet the local-government consulting team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the local government sector will make them an unstoppable force on your behalf. You'll find their bios below and complete resumes in **Appendix A**.

ENGAGEMENT TEAM FOR THE SAN BENITO FIRE PROTECTION ADVISORY COMMITTEE	
	Andrew Belknap — Managing Director
	Role: Project director
	Andy has more than 20 years of local government experience, including service as a city manager, public works director, a variety of interim management positions, and as a consultant to California municipalities and special districts. He specializes in local government financial management and has led numerous projects to address structural fiscal deficits. Andy served as an expert witness in the City of Vallejo, California's bankruptcy proceeding and served as project manager for the City of Stockton's AB 56 process mediation and subsequent Chapter 9 bankruptcy and recovery. Andy managed the City of San Bernardino's bankruptcy and developed the plan of adjustment for the City, which led to fundamental changes in governance and operations. As a result of bankruptcy recovery and other work, he is expert at identifying alternative service delivery arrangements, as well as developing revenues over a broad array of municipal services. Notably he managed the process of annexing the City fire department into the San Bernardino Fire Protection District. A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analyses.
	Michelle New — Manager
	Role: Project manager
	Michelle assists public sector clients with strategic plans, city council workshops, organization assessments and comparison analysis studies. She spent 15 years with the City of Santa Maria, where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, responsible for oversight of all aspects of the human resources function. During her tenure, Michelle developed an award-winning succession planning program, overhauled multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigative issues and was involved in the citywide budget. She also participated in the coordination of the city's COVID-19 response as one of two contact tracers. Michelle served as a Central Coast regional co-chair of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region's annual Women in Leadership event. Michelle is also a graduate of Leadership Santa Maria and served on its board for three years including one year as vice chair.


Ned Pettus, Jr., PhD — Special Advisor
Role: Fire subject-matter specialist

Ned served most recently as Public Safety Director for the City of Columbus, Ohio, where he managed the operations and mission of the Divisions of Fire, Police and Support Services. As Public Safety Director, he oversaw an annual budget of approximately \$635 million – 65% of the City's General Fund budget and approximately half of the City's total personnel. His tenure included deployment of body-worn cameras; installation of ShotSpotter Gunfire Detection System; appointment of Columbus' first Police Chief from outside the Division, Elaine Bryant, who is also the first African-American female to be appointed Columbus Police Chief; establishment of a Civilian Review Board and an Office of Inspector General for the Division of Police; deployment of the Rapid Response Emergency Addiction and Crisis Team and Specialized Program Providing Assessment, Resources and Connection.

Ned served in the Columbus Division of Fire for 35 years, moving up through the ranks to the position of fire chief, which he held for a decade. Under his leadership, the Columbus Division of Fire received international accreditation from the Commission on Fire Accreditation, International (CFAI) in March of 2007, and was reaccredited in August of 2012. He was recognized as the 2009 Metropolitan Fire Chief of the Year award, and served as Secretary, Treasurer, Vice President and President of the Metropolitan Fire Chiefs Association, a section of the International Association of Fire Chiefs (IAFC) and the National Fire Protection Association (NFPA). Ned holds professional designations of Chief Fire Officer (CFO) and Fellow of the Institution of Fire Engineers (FIFireE). He serves on the Advisory Board for the Center for Public Safety and Cybersecurity Education at Franklin University, and as one of their two Executives in Residence.

On June 6th, 2023, the City of Columbus dedicated and renamed the Fire Training Academy the Dr. Ned Pettus Jr. Fire Training Academy. The Academy provide State certification training for firefighters, EMTs and Paramedics, and has a memorandum of understanding (MOU) with Columbus State Community College that awards college credit to those who successfully complete training at the Dr. Ned Pettus Jr. Fire Training Academy.


Steve Montano — Special Advisor
Role: Finance subject-matter specialist

Steve is a public finance professional with more than 25 years of experience and has held a wide range of roles in local government including budget development and administration, long-term strategic business and financial planning, and the analysis of operational areas to improve organizational effectiveness. After serving in the United States Marine Corps, Steve worked for the U.S. Office of Management and Budget, the City of Palo Alto, and the City of San Juan Capistrano, and served most recently as the Deputy Finance Director for the City of Newport Beach. In that role, he had the responsibility of coordinating the development and preparation of the City's annual long-range fiscal forecast, performing financial planning and analysis associated with capital replacement plans, and developing strategies to achieve City goals in a fiscally responsible manner. Steve holds a bachelor's and a master's degree in political science and public policy from the University of California at Berkeley.

AN INTEGRATED TEAM WORKING TOGETHER FOR SUCCESS

Each professional on your team was selected for a reason, but it's our collective brainpower and collaboration that will ultimately make a difference for the San Benito Fire Protection Advisory Committee.

Client references

Please see Client Reference Form in Appendix B.

Exhibit A: Scope of work

Our proposed scope of work is included in our description of project understanding and approach earlier in this proposal. We have included Exhibit A from the RFP among the forms in Appendix B.

Cost estimate

Sharing our transparent fee estimate

The Committee's fee estimate is based on what we've learned is important to you. The estimate below encompasses all aspects from phases one through four of our approach and includes travel expenses. We'll go beyond what's expected to deliver a return on your investment.

SERVICES FOR THE CITY	FEES
Phase 1: Start project	5,000.00
Phase 2: Gather information	38,000.00
Phase 3: Conduct analysis	25,000.00
Phase 4: Report results and provide recommendations	28,000.00
Phase 5: Support implementation	3,000.00
TOTAL FOR ALL SERVICES**	99,000.00

OUR TRANSPARENT, FAIR FEE ESTIMATE

The Committee can expect a competitive fee arrangement and continuous value.

Location of local office

We will manage this project from our San Jose office, located at 1735 Technology Drive, Suite 410 San Jose, CA 95110.

Appendix A: Resumes

MANAGING DIRECTOR

Andrew Belknap

Andy Belknap is a managing director with Baker Tilly's public sector advisory practice.



Baker Tilly Advisory Group, LP

205 N Michigan Ave
28th Floor
Chicago, IL 60601
United States

T: +1 (408) 437 5400
andy.belknap@bakertilly.com

bakertilly.com

Education

Master's degree in economics,
with a specialty in public finance.
Bachelor's degree in
math/economics
University of California, Santa
Barbara

Andy has more than 20 years of local government experience, including service as a city manager, public works director and consultant to California municipalities, counties and special districts. His areas of expertise include fiscal and budget analysis, municipal restructuring, governance models and developing service delivery partnerships and functional consolidations to take advantage of economies of scale in public sector service delivery. Andy has served more than 100 California local governments, many on multiple occasions, including 17 of the largest 20 cities.

A trained economist, Andy brings special experience to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis.

Specific experience

- Led numerous projects to address structural fiscal deficits in diverse settings including the cities of San Jose, Fremont, Santa Ana, Santa Cruz, Bakersfield, Sacramento and Tracy, California as well as the Ports of Oakland and West Sacramento
- Served as an expert witness in the City of Vallejo's bankruptcy proceeding
- Served as project manager for the City of Stockton's AB 56 process mediation and subsequent chapter 9 bankruptcy and recovery
- Managed the City of San Bernardino's bankruptcy and developed a plan of adjustment for the city, which led to fundamental changes in governance and operations
- Develops alternative service delivery arrangements over a broad array of municipal services including law enforcement, fire, EMS, code enforcement, public works, parks and recreation and community development
- Served more than 200 California and Nevada local governments
- Helped develop a tool for modeling "revenue loss" and other eligible funding uses, as specified in the American Rescue Plan (ARPA) legislation and Treasury rules

MANAGER

Michelle New

Michelle New is a consulting manager with the public sector advisory practice.



Baker Tilly Advisory Group, LP

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michelle.new@bakertilly.com

bakertilly.com

Education

Master's degree in public
administration
California State University,
Northridge

Bachelor's degree in political
science
California Polytechnic State
University

Michelle has 15 years of direct local government experience serving in the City Manager's Office in the human resources division. In addition to responsibility for oversight of all aspects of the human resource function, Michelle has analytical, budget and project management experience from her tenure serving in the City Manager's Office.

During her tenure, Michelle developed an award-winning succession planning program, streamlined multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigate issues and was involved in the citywide budget

As a consultant, she assists public sector clients with succession plans, strategic plans, city council workshops, organization assessments and comparison analysis studies.

Specific experience

- Assists with workshop facilitation for city council goal setting and strategic planning
- Has completed multiple organizational reviews and development process reviews, including facilitation of the GE Work-Out™
- Has prepared personnel handbooks, conducted recruitments, completed payroll assessments, and a variety of complex projects
- Participated in the coordination of the city's COVID-19 response as one of two contact tracers

Industry involvement

- Municipal Management Association of Southern California (MMASC)
- Central Coast region's Women in Leadership event, founding member
- Municipal Management Association of Northern California (MMANC)
- Women Leading Government (WLG)
- Society for Human Resource Management (SHRM)
- Public Sector HR Association (PSHRA)

Thought leadership

- MMANC and MMASC Annual Conferences: Work it Out – Empowering Front-Line Innovators to Revolutionize Process Improvement, October and November 2023

MANAGER

Michelle New

Page 2

Thought leadership, (cont.)

- PSHRA Annual Conference: Core Workout with Core Competencies, September 2024
- Utility University: Future-Proofing your Utility Workforce, October 2024
- MMANC and MMASC Annual Conferences: Core Workout with Core Competencies, October and November 2024

SPECIAL ADVISOR

Ned Pettus Jr., PH.D.

Ned is a special advisor with Baker Tilly's public sector advisory practice.



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Education

Ph.D. in human and organizational systems
Master of Arts in human development
Fielding Graduate University
(Santa Barbara, California)

Master of Science in administration
Central Michigan University

Bachelor's degree in political science and public administration
Capital University
(Columbus, Ohio)

Ned has spent his career in prominent leadership positions in fire and public safety services, serving in the Columbus Division of Fire for 35 years. Most recently as public safety director for the City of Columbus, Ohio and as Columbus fire chief before that.

Ned possesses extensive experience in a wide range of issues related to public safety and fire services. During his career, he was designated as a "Chief Fire Officer" (CFO) by the Commission on Professional Credentialing. He also received his designation as a Fellow of the Institution of Fire Engineers (MIFireE), which serves to improve the science and practice of fire extinction, fire prevention and fire engineering and all related operations.

Specific experience

- As public safety director, oversaw annual budget of approximately \$635 million – 65% of the city's general fund budget and approximately half of the city's total personnel
- His tenure included deployment of body-worn cameras; installation of ShotSpotter Gunfire Detection System; appointment of Columbus' first African American female police chief; establishment of a civilian review board and an office of inspector general for the division of police; deployment of the rapid response emergency addiction and crisis team and specialized program providing assessment, resources and connection
- Under his leadership, the Columbus Division of Fire received international accreditation from the Commission on Fire Accreditation, International (CFAI) in March 2007 and was reaccredited in August 2012

Industry involvement

- Metropolitan Fire Chiefs Association, a section of the International Association of Fire Chiefs (IAFC) and National Fire Protection Association (NFPA), served as treasurer, secretary, vice president and president
- National Fire Protection Association (NFPA) board of directors
- Center for Public Safety and Cybersecurity Education at Franklin University, advisory board and one of their two executives in residence
- Police Executive Research Forum (PERF), member

SENIOR CONSULTANT

Steve Montano

Steve is a senior consultant with Baker Tilly's public sector advisory practice.



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Education

Master of Public Policy
Goldman School of Public Policy
Bachelor of Arts in political science
University of California-Berkeley

Steve is a highly experienced financial professional with proven achievements in budget development and administration, long term strategic business, financial planning and analyzing operational areas to improve operational effectiveness. He is a team-driven problem solver with a tireless work ethic and a high level of expertise in preparing complex Microsoft Excel models for creating actionable information from financial data.

Specific experience

- Developing the means to achieve financial sustainability through financial planning and analysis
- Developing processes for identifying and monitoring key business measurements to further strategic priorities
- Preparing and administering annual and quarterly budgets and long range fiscal forecasts
- Using the advanced features of Excel (pivot tables, lookup formulas, macros) to create actionable information (executive dashboards, data modeling, financial reports and graphs) from data
- Communicating effectively with internal and external stakeholders
- Developing effective financial management policies and procedures

Appendix B: Forms

- Terminate this RFP and issue a new Request for Proposals anytime thereafter.
- Procure any materials or services specified in the RFP by other means.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
- Disqualify any Respondent based on any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the Committee.
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the Committee.
- Reject any Respondent deemed by the Committee to be non-responsive, unreliable, or unqualified.

2.12 Notification of Withdrawals of RFPs

RFPs may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All RFPs not withdrawn prior to the response due date will become the property of the Committee.

2.13 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Committee will send written instructions or addenda to all participants in this RFP process. The Committee shall not be held responsible for oral interpretations. All addenda issued shall be incorporated into the Contract.

2.14 Pre-Award Conference

The Committee, at its discretion, request presentations by or meetings with any or all Respondents to clarify specifications or negotiate modifications to the Respondents' proposals. Reasonable advance notice will be provided to select Respondents, not all Respondents submitting a proposal may be asked to participate in oral presentations.

2.15 Notice of Award

It is expected that a decision about the selection of the successful Fire Feasibility Study Proposal will be made within 90-days of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful contractor, all Respondents submitting proposals in response to this Request for Proposal will be informed, via email, of the name of the successful contractor.

2.16 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the Professional Services Agreement, in similar form and content to that provided in Exhibit G, must be executed by both parties.

2.17 Compliance

Respondent, have you complied with all specifications, requirements, terms, and conditions of this Proposal?

Yes X No _____

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

2.18 Contractor Responsibility and Performance

The Committee will consider the Contractor to be the sole point of contact to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Agreement are satisfactory. Upon the request of the Committee, as the need arises, the Contractor will make arrangements to have a representative available for presentations to the three agency boards or Committee, data collection including interviews, in-person and/or onsite consultation/problem resolution if required.

2.19 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in the attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- Experience: Contractor shall be an established firm conducting business of the nature specified in this RFP for a minimum of Five (5) years. Contractor shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by City Manager Don Reynolds or designee.

If/when necessary, a written addendum will be emailed to all prospective respondents.

2.21 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the Committee to other municipalities, districts, or jurisdictions (political subdivisions)?

Yes X No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.22 Proprietary Information

All information appearing within the response and proposal is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate PDF file and referenced only within the body of the response.

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Complete the following including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in Irvine, California, on December 12, 2024, 2023

SIGNATURE Carol Jacobs TITLE Managing Director

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS Carol Jacobs

NAME OF FIRM Baker Tilly Advisory Group, LP

ADDRESS 18500 Von Karman Ave. 10th flr CITY Irvine, CA ZIP 92612

TELEPHONE 949-222-2999 DATE 12/12/24

EXHIBIT "A"

PROSPECTIVE RESPONDENT FACT SHEET

Name of Contractor: Baker Tilly Advisory Group, LPContractor Tax ID#: 99 | 14 | 05 | 54 | 7Contractor's License #: _____ Type: _____
(as applicable)Contractor Does Business As: _____ Individual ☒ Partnership
_____ Corporation _____ Government _____ Fiduciary _____ OtherContractor is a: _____ Resident _____ Non-Resident of California There is not one contractor, but most of the proposed team lives in California.1) Is your firm authorized to do business in the State of California? ☒ N2) Is your firm a State of California registered small business? Y ☒ N3) Is this a disabled owned business? Y ☒ N4) Is this a women owned business? Y ☒ N5) Is this a minority owned business? Y ☒ N6) Has your firm been certified as a minority firm by any public agency? Y ☒ N

If yes, name of agency: _____

name of certifying officer: _____ Phone # _____

7) Local Business yes _____ no ☒8) This firm has been in continuous business under the present name for 15 years. Total (with name change) is 93 years.9) Annual sales volume: FY24 net revenue \$1.81M 10) Net worth of business: N/A

NOTE: Please reference Standard Definitions on the following page.

Please note that some of these engagements were conducted by Management Partners, which combined with Baker Tilly in 2022. Members of the proposed team worked on these reference projects.

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this RFP four (4) customer references for whom you have furnished similar services in size and nature.

1. COMPANY NAME: City of Fullerton -- Contract Fire Service Analysis
ADDRESS: 303 W. Commonwealth Avenue
Fullerton, CA 92832
CONTACT PERSON: Ellis Chang, Director of Administrative Services
TELEPHONE NUMBER: (714) 738-6522

2. COMPANY NAME: Five Cities Fire Authority Cost Projections under Various Scenarios
ADDRESS: 154 South 8th Street
Grover Beach, CA 93433
CONTACT PERSON: Matt Bronson, Grover Beach City Manager
TELEPHONE NUMBER: (805) 473-4567

3. COMPANY NAME: San Bernardino, CA Annexation of the City of San Bernardino Fire Department into the San Bernardino County Fire Protection District
ADDRESS: 4410 Cathedral Oaks Road
Santa Barbara, CA 93110
CONTACT PERSON: Chief Mark Hartwig, former San Bernardino Fire Protection District, current Santa Barbara County FD Chief
TELEPHONE NUMBER: (805) 681-5500

4. COMPANY NAME: Orange County Public Libraries Allocation Formula Review
ADDRESS: 1501 E. St. Andrew Place, Santa Ana, CA 92705

CONTACT PERSON: Julie Quillman, County Librarian
TELEPHONE NUMBER: 714-566-3086

Exhibit "D"
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, Carol Jacobs, am the
(Name)

Managing Director of Baker Tilly Advisory Group, LP,
(Position/Title) (Company)

The party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham RFP; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

December 12, 2024
(Date)

Carol Jacobs
(Signature)

Exhibit "F"

LIVING WAGE COMPLIANCE STATEMENT

COMPANY NAME:

Baker Tilly Advisory Group, LP

Address: 18500 Von Karman Ave., 10th Floor Irvine, CA 92612

Street

City

State

Zip

Proposed Service: Fire Feasibility Study

1. Number of employees: 6,750 If five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: ___ No: x

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements: Yes: xx No: ___

4. Are medical benefits provided to your employees? Yes: x No: ___

If yes, enter the name and address of the plan or program below.

Baker Tilly Group Insurance Plan, 205 N Michigan Ave Chicago IL 60601

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: Our paid time off program includes no cap on personal, sick or vacation time for eligible exempt team members.

6. Will any subcontractors perform work on this contract? Yes: ___ No: x

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

Contract/PO#

\$ Amount

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: ___ No: x

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit

contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ☐ No: ☒

I certify, under penalty of perjury, that the above information is true and correct.

Carol Jacobs, Managing Director	(949) 809 5588	1-414-777-5555
Name (please print)	Title	Phone Number
<i>Carol Jacobs</i>		12/12/24
Signature		Date



REQUEST FOR PROPOSAL

FIRE PROTECTION & LIFE SAFETY SERVICES SPECIAL DISTRICT FORMATION September 10, 2024

San Benito Fire Protection Advisory Committee
Representing the cities of

- Hollister & San Juan Bautista, and
- San Benito County

P.O. Box 1420
San Juan Bautista, CA 95045
(831) 623-4661

City Manager Don Reynolds
San Juan Bautista
citymanager@san-juan-bautista.ca.us

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	Exhibit I- Current Fire Contract Language "Attachment A" (inclusive)	

SECTION I. INTRODUCTION

The San Benito County Fire Protection Advisory Committee (“Committee”) invites electronically submitted proposals for the completion of a **Fire Protection and Life Safety District Feasibility Study** from qualified consultant (s) (CONTRACTOR).

Responses shall include the estimated cost for the following feasibility study:

**Joint venture to form a Fire Protection District between the City of Hollister,
the City of San Juan Bautista and the County of San Benito.**

The CONTRACTOR will be tasked with researching, writing, and presenting a feasibility study that includes an analysis and evaluation of the following: (1) technical feasibility of the formation of a joint Fire Protection District. (2) whether such options are feasible within current costs and examine future potential funding sources, and (3) research the current commercial growth, potential growth and evaluate the impacts or improvements needed, if any, to maintain adequate fire protection services in the years to come.

The purpose of the feasibility study is to assess the current fire services being provided to the three jurisdictions, identify opportunities to expand and/or strengthen services provided. The study would determine if there were costs and service benefits to the taxpayers if the Cities/County decide to consolidate under a Fire Protection District.

San Benito County is a political subdivision of the State of California and is governed by a five (5)-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023.

The Fire Protection Advisory Committee (“Committee”) is defined by its bi-laws as consisting of six members, 2 from Hollister, 2 from San Juan Bautista, and 2 from the County. The Committee is conducting this study, and has delegated and requested the support to conduct the RFP process and execute a professional services agreement for this work to the City of San Juan Bautista (“SJB”).

About San Benito County:

San Benito County was established on February 12, 1874, from the inland portion of Monterey County. The city of Hollister was chosen as the county seat. The county grew so quickly that in 1887, additional acreage, including the New Idria quicksilver mines, was acquired from Merced and Fresno Counties. The boundaries have remained unchanged since 1887. San Benito County is 1,396 square miles – 893,440 acres. San Benito County is rich in history and community spirit. Located in the heart of California, the county is known for its beautiful landscapes, agriculture, and welcoming residents. The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno, and Merced. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south. The City of Hollister, where the county seat is located, is at an elevation of 229 feet. The north and northwest segments of the county are comprised of urban areas, leaving the southern portion of the county primarily rural.

Major transportation routes bisecting the County include State Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 67,000 inclusively. The County has two incorporated cities – Hollister with a population of approximately 43,300, and San Juan Bautista with a population base of approximate 2,150. However, there is a substantial amount of residential growth occurring in the county that is not factored into the above census data.

The County of San Benito and the City of San Juan Bautista currently contract fire protection services to the City of Hollister (2013). The County seat and Hollister Fire Administration offices are in Hollister. Three of the four Fire Stations are located in the City of Hollister owned by the City of Hollister. Station 4 is located in San Juan Bautista approximately 6 miles west on of Hollister State on Highway 156. The census-designated place of Aromas, located in the Northwestern portion of the county, is provided Fire Protection Services through a “tri-county” Fire District contracted to the CalFire and is NOT included in this feasibility study.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP

Respondents shall submit the completed Request for Proposal (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP title, and page number. No oral, telephone, or photocopies will be accepted. RFPs must be typed electronically or completed in ink.

2.2 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- Exhibit “A” – Prospective Respondent Fact Sheet
- Exhibit “B” – Customer References
- Exhibit “C” – Designation of Subcontractors
- Exhibit “D” – Non-Collusion Declaration
- Exhibit “F” – Living Wage Compliance Statement
- Exhibit “G” –Sample Professional Services Agreement w/Insurance specs.

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notifications is as follows:

Activity	Date
Advertise RFP	September 11, 2024
Release RFP	September 11, 2024
Pre-Proposal Meeting (Zoom)	November 15, 2024
Deadline for Submittals	December 16, 2024, by 5:00 PM PST
Committee Recommendation	TBD (January XX, 2025)
City Council/Board Approval	TBD February XX 2025
Start of Work	TBD March XX 2025

2.4 Submission of Proposal

RFP’s Section 3 defines the Selection Process and Proposal Evaluation Criteria. To score favorably, the Proposal will respond directly to the RFP’s Section 4 “Statement of Work, Sections 4.1 – 4.4.” It is the responsibility of the Proposer to ensure that the proposal is received by the City of San Juan Bautista on behalf of the San Benito County Fire Protection Advisory Committee at this Email Address cityclerk@san-juan-bautista.ca.us on or before the date and time specified above. Late proposals will not be considered. All responses shall be submitted in electronic Adobe PDF format. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by the Committee or its members.

Respondents shall not contact Hollister, San Juan Bautista, or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed in Section 2.7. Any unauthorized contact may be considered undue pressure and cause for disqualification of the Respondent.

Proposals must be received in the City of San Juan Bautista's "City Clerk" email, cityclerk@san-juan-bautista.ca.us, on or before the time and date specified in proposal submittal instructions. It shall be the sole responsibility of the Respondent to ensure that the email is received at or before the specified time. Proposals received after the deadline will be deemed non-responsive and returned unopened.

The subject line must indicate the following:

"San Benito County Fire Advisory Committee Fire Protection and Life Safety District Feasibility Study"

On behalf of the Fire Protection Advisory Committee, the City of San Juan Bautista will review and certify that all proposals are complete and received on a timely basis. The Fire Protection Advisory Committee will then evaluate and select the Respondent that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services. The evaluation of the RFPs shall be within the sole judgement and direction of the Committee. The Committee reserves the right to reject any or all proposals. The award of the contract is contingent upon approval from the Fire Protection Advisory Committee and the respective two City Councils and Board of Supervisors.

2.5 **Proposal Content**

The Committee requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter- Provide a one-page cover letter, which includes the firm name, address, and telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a Professional Services Agreement.
- Table of Contents - A comprehensive table of contents of the material, including page numbers, should be included at the beginning of the proposal.
- Introduction - Provide an overview of the company, including number of employees, number of years in business and the company's capabilities, Explanation of independence, any conflicts of interest that exist, Explanation if the Respondent is a small or minority-owned business or women's business enterprise.
- Description of Study Understanding and Approach - The proposal will provide a statement of the proposer's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the scope of work described.

- Identify the Project Team (if more than one person), the team leader, and provide resume(s) for each member.
- Client References: The Respondent shall submit a list of three (3) references. See Exhibit “B” – Customer References with RFP.
- Scope of Work (Note as Exhibit A in your proposal).
- Cost estimate breakout of consulting fee.
- Location of local office

2.6 Multiple Bids are Non-Responsive

Only one bid/proposal will be accepted from any one person, partnership, corporation, or other entity.

2.7 Questions

Questions are encouraged and permitted until 5 PM on the tenth day before the closing of the RFP solicitation. Questions will be researched, and the answers will be communicated to all known interested parties after the deadline for written questions. All responses to the questions will then be posted for all bidders to access approximately one week before the RFP solicitation closes.

2.8 Point of Contact

All questions regarding this RFP must be submitted in writing to San Juan Bautista City Manager Don Reynolds using the City Clerk email address cityclerk@san-juan-bautista.ca.us. No other individual has the authority to respond to any questions submitted unless specifically authorized by the City Manager. Failure to adhere to this process may disqualify the Respondent.

2.9 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form provided for in this RFP as Exhibit “D.”

2.10 Cost of Service

The Committee or its delegate reserves the right to negotiate the proposed cost with the Respondent prior to executing an Agreement. The agreed costs and cash discounts are to be firm through the end of the Agreement’s term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the Committee.

2.11 Reservations

The Committee reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all RFPs, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process.

- Terminate this RFP and issue a new Request for Proposals anytime thereafter.
- Procure any materials or services specified in the RFP by other means.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
- Disqualify any Respondent based on any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the Committee.
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the Committee.
- Reject any Respondent deemed by the Committee to be non-responsive, unreliable, or unqualified.

2.12 Notification of Withdrawals of RFPs

RFPs may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All RFPs not withdrawn prior to the response due date will become the property of the Committee.

2.13 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Committee will send written instructions or addenda to all participants in this RFP process. The Committee shall not be held responsible for oral interpretations. All addenda issued shall be incorporated into the Contract.

2.14 Pre-Award Conference

The Committee, at its discretion, request presentations by or meetings with any or all Respondents to clarify specifications or negotiate modifications to the Respondents' proposals. Reasonable advance notice will be provided to select Respondents, not all Respondents submitting a proposal may be asked to participate in oral presentations.

2.15 Notice of Award

It is expected that a decision about the selection of the successful Fire Feasibility Study Proposal will be made within 90-days of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful contractor, all Respondents submitting proposals in response to this Request for Proposal will be informed, via email, of the name of the successful contractor.

2.16 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the Professional Services Agreement, in similar form and content to that provided in Exhibit G, must be executed by both parties.

2.17 Compliance

Respondent, have you complied with all specifications, requirements, terms, and conditions of this Proposal?

Yes _____ No _____

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

2.18 Contractor Responsibility and Performance

The Committee will consider the Contractor to be the sole point of contact to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Agreement are satisfactory. Upon the request of the Committee, as the need arises, the Contractor will make arrangements to have a representative available for presentations to the three agency boards or Committee, data collection including interviews, in-person and/or onsite consultation/problem resolution if required.

2.19 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in the attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- Experience: Contractor shall be an established firm conducting business of the nature specified in this RFP for a minimum of Five (5) years. Contractor shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by City Manager Don Reynolds or designee.

If/when necessary, a written addendum will be emailed to all prospective respondents.

2.21 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the Committee to other municipalities, districts, or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.22 Proprietary Information

All information appearing within the response and proposal is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate PDF file and referenced only within the body of the response.

SECTION 3. SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

Proposals will be evaluated based upon, but not limited to, the following criteria (not listed in order of importance):

- A. Project methodology and approach
- B. Firm's standing and capability to provide the required services
- C. Qualifications and experience of firm and the personnel named in the proposal
- D. Technical expertise and resources
- E. Past performance on governmental engagements, based on client references and other verifiable information
- F. Total overall cost

Proposals will be reviewed and evaluated by the Advisory Committee or its delegate(s). Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted remotely or by phone at the option of the Advisory Committee.

The Advisory Committee reserves the right to award a contract based on proposal submittal only, without benefit of an oral interview.

3.2 EVALUATION CRITERIA

The following weighting and points will be assigned to this Request for Proposal for evaluation purposes:

CRITERIA	MAX POINTS
Project Understanding	10
Work Plan and Approach	25
Qualifications of Personnel	15
Experience and Resources	15
Past Performance/References	10
Project Cost	25
Total	100

3.3 Nonresponsive Proposals:

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal was not received in a timely manner in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the State of California's requirements and regulations pertaining to the formation of a fire district.

3.4 Responsive Proposal:

The Committee shall use the information provided by the Respondent in response to the information requested in Proposal Content. Technical Qualifications to determine if the Respondent is responsive.

3.5 Review Process:

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, the Committee has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

3.6 Award Process:

The Committee or its delegate San Juan Baustista reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Respondent can propose.

3.7 Proposal Considerations:

The Committee contemplates award of the Agreement to the responsible bidder, first based upon the specified qualifications and needs of this project described in this RFP, and secondly to the lowest responsive bidder.

SECTION 4. STATEMENT OF WORK, SPECIFICATIONS

4.1 Scope

- A. Define the existing services, resources, and fixed assets
 - 1) Describe legal mandates for providing fire services:
 - a. County Mandates for unincorporated area
 - b. Mandates that applicable to General Law Cities
 - c. Cal-Fire and Bureau of Land Management Responsibilities
 - 2) Fire Protection and Life Safety Services
 - a. Refer to the attached current contract language)
 - b. Review Department Annual Reports
 - c. Review of Grand Jury Reports
 - 3) Fire safety and rescue
 - a. Response times and objectives
 - b. Mutual Aide Relationships
 - c. Ambulance/Medical response
 - d. Training program
 - e. Prevention and Inspection (Fire Marshall)
 - f. New development – plan check and safety design
 - 4) Technology
 - a. 10-year data review 2014-2023
 - b. Assess the use of Information Technology
 - c. Emergency Reporting Software and data tracking
 - d. GIS Mapping Data Access, Integration and Use

e. Communications- reliability

5) Facilities

- a. Age and reliability
- b. Appropriateness of Facility Locations
- c. Facility resilience

6) Community

- a. Fire Safety Awareness
- b. Fire Safety Preparedness

B. Propose a definition for "Fire District"

- 1) Define geographic boundaries (same as the County?)
- 2) Cost variations for servicing each
- 3) Preferred Permanent Governance Structure-
 - a. origin of Board members,
 - b. who is directly represented,
 - c. how are the members selected

C. Recommend alternatives to forming a District

- 1) Potential for Partnerships in the region
 - a. Propose cost sharing principals for each jurisdiction (cost sharing structure)
 - b. Create cost categories distinguishing call types and associated cost for each to include those services listed in the attached current contract description and include call-readiness
 - c. Agree to a Call metric/geographic metric that applies various types call services rendered, the travel time and a multiplier for travel costs
 - d. Arrive at a pro-rata breakdown for each agency to be applied to the cost of services
- 2) Cost Breakdown
 - a. Direct Costs- salaries, retirement, health benefits, labor agreement
 - b. Cost for readiness and capability to respond
 - c. Indirect Costs – support and clerical, building, apparatus, and office costs
- 3) Fixed Asset inventory-
 - a. sharing cost,
 - b. equipment replacement fund and schedule,
 - c. maintenance, and
 - d. depreciation
- 4. Overhead- insurance, finance management
- 5. Revenue sources
 - a. Property Tax- create a special assessment amount?
 - b. State funding
 - c. Grant Funding
 - d. Cost Recovery process/revenue offset, false alarm reimbursements
 - e. Agency General Funds
 - f. Use of Prop 172

D. Cost Recovery Effort

Billing rate established for Cal OES

FEMA Standards, Cognizant Agency Approval
Establish a goal for 100% cost recovery for some calls and services
Determine which services will be paid for by general funds as a citizen service
Establish subsidy goals for programs and services
Capital Improvement and equipment replacement funds

E. Department Services and facility Assessment, strengths, weaknesses

Attachment 2- March 1, 2018 Feasibility study

Review 2018 recommendations

Avoid duplicating this study (pages 152 – 160 (“A-E”)

ISO Rating- existing and ways to improve

Readiness- response ready, standby capacity, and cost

Transition from the National Fire Incident Reporting System to the National Emergency
Information Response System (“NEIRS”)

Growth Projections

Entitled housing development projects not built yet

General Plan for each Agency

AMBAG and COG Feedback

Recommend growth projections

Number of Housing units, Housing types, Commercial Industrial uses

Provide Department Growth analysis estimates

New Staff and Fixed Assets

Locations for new Stations

F. Prioritize needs to include

Safety,
Protection of Life,
Protection of Property,
Employee Morale, and
Employee Retention
Community Awareness and Readiness
Fiscal Security into the future

Attachments: Current Fire Contract Services (Section A-1 through A-7); March 1, 2018
Feasibility Study

**4.2 District Formation and Legal Requirements (if determined that forming a District is
be feasible)**

- Need for temporary governance - temporary JPA
- Describe the steps needed to form a District
 - Describe the components of the LAFCO Application
 - LAFCO's Role
 - Other regulatory requirements (CEQA)
 - Union-Labor relations, MOU
 - Timeline, and cost
- Identify legal requirements as required by law, including the CORTESE-KNOX\HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000.
- Compliance with California Code, Government Code - GOV § 56810 as it applies to the formation of a new district.
- Conduct a municipal service review (MSR) for fire protection within the County.

- Amend as necessary the spheres of influence to allow review and consideration of the formation application.
- Resolutions of Application
- Formation application:
 - Preparation of the MSR and sphere of influence amendment proposal for Commission consideration Preparation of the formation application:
- Plan for Service
 - Fiscal Impact Analysis and five-year projection of revenues and expenditures
 - Determination of property tax
 - Revenue available/attributable to the new agency
 - Legacy costs/pension obligations
 - Equipment purchases/land holdings/etc.
- Important items for consideration:
 - Governance structure for new district:
 - Appointed Board of Directors with representation from the City of Hollister, City of San Juan Bautista and the County of San Benito based upon population or an elected Board
 - Elected Board of Directors
 - Will the members be elected at-large or by or from districts.
 - Will a service zone(s) be necessary to address special revenue/financing issues.
 - Ownership of all buildings and equipment. Is the title clear and transferable to the new entity?

4.3 Subject To Modification

The Advisory Committee maintains the right, as it may deem necessary, to add or delete services to this Agreement, with only a thirty (30) day written notice, in order to accommodate any future Advisory Committee offered programs or as a result in the reduction in funding sources. Requests for an increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.4 General Requirements

Under direction from the City Manager of the City of San Juan Bautista and selected staff acting on behalf of the Committee, the consultant shall provide the following services:

Develop a written feasibility study and implementation plan report in accordance with state and federal requirements to form a fire district. Consistent with the detailed scope of services described in Section 2, and Section 4 of this RFP;

- Review past, current, and pending proposed annexations and detachments and determine the present and future impacts to fire protection funding.
- Identify where services are duplicated and make recommendations for change that will improve or maintain the existing standard of care in the community.
- Make recommendations based on best practices, supported by specific examples from other communities within the State of California, that will enhance or maintain the current level of fire protection services.

- Report on other matters that come to your attention related to assumptions in your findings.
- Present your findings to The Fire Protection Advisory Committee

4.5 Work Product

All items delivered will be the sole property of the the County of San Benito, City of Hollister and City of San Juan Baustista. All deliverables should be completed using Microsoft Word or Excel formats. A complete set of all documents and exhibits, including but not limited to maps, charts, tables are to be provided on two universally accessible storage mediums (e.g. USB flash drive). Monthly progress reports including research information and any required grant documentation are to be submitted to relevant personnel in a timely manner. Final deliverables are to include the following:

- Complete feasibility study and implementation plan.
- Schedule to complete scope of work within one hundred twenty (120) days of award.

4.6 Proposal Content

The Advisory Committee requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter
- Description of Study Understanding and Approach
- Technical Qualifications as described below.
- Client References
- Scope of Work
- Cost estimate breakout of consulting fee

SECTION 5.	STANDARD TERMS AND CONDITIONS
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The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Professional Services Agreement

The term of this contract shall be for the duration of the project.

5.2 Purpose of Professional Services Agreement

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide a Fire Feasibility Study and Process to Form a Fire District to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Agreement, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the City of San Juan Bautista acting on behalf of the Committee, in advance of any additional work.

5.4 License and Permits

The Contractor shall maintain all business and professional licenses that may be required by Federal, State and local codes.

5.5 Compliance with Laws

Contractor shall, during the term of the Agreement, comply with all applicable federal, state, and local rules, regulations, and laws.

5.6 Termination

The Advisory Committee reserves the right to terminate the Agreement, in whole or in part, at any time, for any reason, without penalty. Advisory Committee shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this Agreement with thirty (30) days' written notification stating the reason for cancellation and mailed to the City Manager, City of San Juan Bautista, PO Box 1420, San Juan Bautista, CA 95045.

5.7 Assignment

Contractor shall not assign the Agreement, or any interest herein, without the written consent of the Advisory Committee, and then only to a person or persons approved by the County on such terms and conditions as Advisory Committee may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the submittal in response to this RFP will be required to be incorporated as part of any final Agreement.

5.9 Payment Terms

Invoices are to be sent to the City of San Juan Bautista Accounts Payable office and will be processed for payment within 30-days receipt of invoice.

5.10 Price Guarantee

The Advisory Committee expects the cost to remain the same during the length of the contract. The Advisory Committee will not recognize change orders unless approved by the authorized representative of the San Juan Bautista City Manager in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- City Executed Agreement and Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

5.12 Force Majeure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism, or riots.

5.13 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.14 Controlling Law

The Agreement shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Agreement shall be the County of San Benito.

5.15 Amendment

Amendment to or modification of the terms and conditions of the Agreement shall be effective only upon the mutual consent in writing by the parties hereto.

5.16 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the Advisory Committee before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "E".

The Advisory Committee reserves the right to withhold payments to the Contractor or cancel the Agreement in the event of non-compliance with the insurance requirements outlined above.

5.17 Living Wage

Contractor must complete the exhibit in regard to living wage statement for employees.

Complete and return Exhibit "F" with RFP.

5.18 Default

The Advisory Committee may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:

- If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
- If the contractor fails to perform any of the other provisions of this contract.

In the event the Advisory Committee terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the Advisory Committee may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the Advisory Committee for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.19 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
 - The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated

more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.20 Independent Contractor Status

CONTRACTOR and Advisory Committee have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of Advisory Committee, San Benito County, City of Hollister or City of San Juan Bautista. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. Advisory Committee agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The CONTRACTOR rather than Advisory Committee has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, Advisory Committee may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the Advisory Committee supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of Advisory Committee; (i) CONTRACTOR and Advisory Committee believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The Advisory Committee conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5.21 Non-assignment

CONTRACTOR shall not assign the Agreement without the prior written consent of the Advisory Committee.

5.22 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by Advisory Committee, whichever occurs first. CONTRACTOR San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of for a period of five (5) years after final payment under this Agreement.

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Complete the following including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2023

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

PROSPECTIVE RESPONDENT FACT SHEET

NOTE: Please reference Standard Definitions on the following page.

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this RFP four (4) customer references for whom you have furnished similar services in size and nature.

1. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
2. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
3. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
4. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____

Exhibit "C"

DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK
Respondent Signature: _____ Date: _____
Respondent's Name & Title (Print): _____

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.

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

Other Insurance Provisions

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

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language

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

Subcontractors

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

Special Risks or Circumstances

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

Exhibit "F"

LIVING WAGE COMPLIANCE STATEMENT

COMPANY NAME:

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ If five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: ___ No: ___

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements: Yes: ___ No: ___

4. Are medical benefits provided to your employees? Yes: ___ No: ___

If yes, enter the name and address of the plan or program below.

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____

6. Will any subcontractors perform work on this contract? Yes: ___ No: ___

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

Contract/PO#	\$ Amount
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8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: ___ No: ___

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit

contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number	Fax Number
Signature			Date

“Exhibit G”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

INSERT PROFESSIONAL SERVICES AGREEMENT