

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

### FITCH & ASSOCIATES, LLC

#### Performance Assessment and Financial Review of the Fire Department (RFP-1929)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and FITCH & ASSOCIATES, LLC, a limited liability company ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the Performance Assessment and Financial Review of the Fire Department (RFP-1929) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Fifty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$59,999), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

#### To City

City Manager's Office  
City of Riverside  
Attn: Brandi Becker  
3900 Main Street  
Riverside, CA 92522

#### To Consultant

Fitch & Associates, LLC  
Attn: Steven Knight  
2901 Willamsburg Terrace  
Suite G  
Platte City, MO 64079

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

### **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**12.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation

and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's



rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision,

term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

FITCH & ASSOCIATES, LLC  
a limited liability company

By: \_\_\_\_\_  
City Manager

By: Roxanne Shanks

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[Printed Name]  
Roxanne Shanks

\_\_\_\_\_  
Partner

\_\_\_\_\_  
[Title]

Certified as to Availability of Funds:

By: [Signature]  
Chief Financial Officer

By: [Signature]

\_\_\_\_\_  
[Printed Name]  
Christine M. Zalar

Approved as to Form:

\_\_\_\_\_  
Founding Partner

\_\_\_\_\_  
[Title]

By: [Signature]  
Senior Deputy City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The City is seeking proposals from qualified firms to provide a performance assessment and financial expenditures review of the City of Riverside Fire Department.

#### **Performance Assessment**

The City seeks to receive an independent performance assessment of the Riverside Fire Department as follows:

1. Organizational structure and potential for consolidation of administrative functions; grants management;
2. Management systems – effectiveness of current resources; enhancements;
3. Interdepartmental communication and collaboration; and
4. Benchmarks, best practices, and other performance indicators of program and service effectiveness.

#### **Financial Expenditures Review**

The Department financial expenditures review shall include the following:

1. Review of overtime expenditures over the three-year period of Fiscal Years ending June 30, 2018, 2017 and 2016. Assess compliance with relevant City overtime policies and internal controls.
2. Review specific non-personnel expenditure transactions over the three-year period of Fiscal Years ending June 30, 2018, 2017 and 2016. Assess compliance with relevant City procurement policies for:
  - a. Professional Services Contracts
  - b. Maintenance Service Contracts

#### **Timeline**

The engagement work will begin in August 2019; a draft report must be completed for internal review by City management by November 1, 2019. City staff will have two weeks to review and provide comments on the draft report. Consultants shall incorporate comments and submit the final draft of the audit by December 2, 2019. Staff anticipates presenting the final report to the City Council in early January 2020. Consultants shall demonstrate availability of key staff and present a timeline that will allow these deadlines to be met. Proposals shall include the Consultant's proposed schedule, including time that Consultant will be on site, and shall identify all Consultant requirements of City staff.

## TAB B: STATEMENT OF UNDERSTANDING AND APPROACH

Recognizing that each community is unique - our analysis of the fire department's functions, operations, finances and community expectations must be completed with due regard for local characteristics.

**Figure 1: Review Components**



This local awareness is balanced with a comprehensive review methodology that incorporates recognized objective benchmarks and international best practices. That information is turned into actionable recommendations incorporating both pros and cons of service delivery changes.

Fitch & Associates (*FITCH*) has over 30 years consulting experience and is internationally recognized as a leader in emergency services development. The project team's leadership has California-specific experience. The proposal that follows describes why *FITCH* is best suited to tackle the issues and objectives requested.

In order to appropriately tackle each of these complex issues in a meaningful, yet cost effective manner, *FITCH* has put together a multidisciplinary team that combines a senior officer for each service line with a partner to review each one of the areas required.

### Introduction & Methodology

*FITCH* is pleased to present a robust response to the City of Riverside's request for proposal. In over three decades of consulting, our experience spans the globe in evaluating and developing emergency service agency plans.

The consultant's role is to objectively undertake an organizational and operational effectiveness and efficiency audit on all facets of the City of Riverside's Fire Department. This evaluation will include a review of fire department operations, staffing, structure, facilities and equipment, performance, and develop future oriented options. At a high level the City seeks to:

- Solicit stakeholder input
- Analyze fire station locations, staffing, conditions, and capabilities
- Recommend the optimal number of fire stations, apparatus, and personnel while maximizing efficiency and effectiveness and eliminating duplication of services
- Analyze the number, distribution, and location of 3 to 5-years of historical incidents by type and severity for each station identifying changes and trends in response history
- Evaluation of policies and procedures that impact operational, financial, or procurement related activities and/or exposures
- Analyze the fire apparatus and resource configuration to meet both current and future projected needs
- Analyze the current organization, staffing, and management functions and effectiveness
- Analyze the current fire inspection functions, operations, and effectiveness
- Recommend optimal alternatives to control costs while maintaining high quality services that meet community expectations
- Conduct a forensic audit of fire department overtime, expenditures, and procurement practices and activities
- Identify opportunities for enhanced collaborative efforts, shared services, or contracted services (if appropriate)
- Assist in developing future oriented reporting tools
- Compare performance with national recommendations

Local governments throughout the country, including the state of California, are facing a new reality in the provision of public services. Fiscal resources may be challenged to sustain the traditional methods and scope of providing services to the community. Concurrently, taxpayers are increasingly unwilling to increase their contributions to fund the status quo. In this environment, it is incumbent on government to assess efficiency and explore options for the delivery of essential services so that policy is established in a transparent environment that links community expectations and industry best practices. This proposal is designed to investigate implementable options for the City.

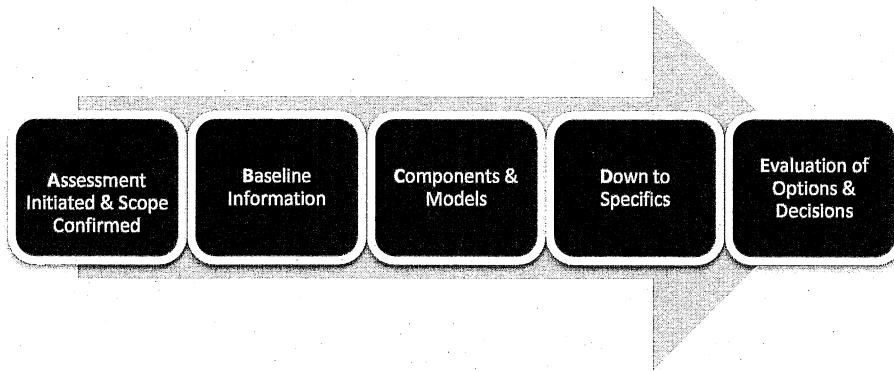
We propose a team of experts in municipal leadership, fire protection, and emergency medical services to assess performance and explore options for the City to operate within funding limitations while preparing for the agency's future service delivery in an operationally effective, efficient, and sustainable manner that is aligned with the City's specific community risks.

*FITCH* is uniquely suited for this project. We have reviewed emergency service systems and developed staffing and deployment plans for over 30 years. We have taught multiple approaches for fire and EMS deployment models for more than a decade as part of the Communications Center Manager's (CCM) program and the Ambulance Service Managers program (ASM) we conduct under the auspices of the International Academies of Emergency Dispatch (IAED) and the American Ambulance Association, respectively. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA).

## PROJECT PLAN

We have organized the engagement to allow the City optimal flexibility to determine its best value as the project develops. The following figure graphically illustrates the project approach.

**Figure 2: Description of Project Approach**



### Project Initiation, Kickoff, and Acquisition and Review of Background Information

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview to the approach of the project will be provided to stakeholders. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items outlined in the RFP and provide an opportunity to refine any specific objectives related to each service area or objective.

During the project initiation and/or first on-site visit, personal interviews will be scheduled with the following key stakeholders.

- Elected officials
- City Manager
- Fire Chief
- Fire Rescue Leadership Team
- Labor Executive Board (If appropriate)

Concurrently, *FITCH* will submit an Information Data Request (IDR) that the Departments will complete within 30 days of project initiation.

### Overview of the Departments and Currently Provided Services

The next step is to review the services that are provided within the existing deployment model and the associated baseline performance for the City and mutual/automatic aid agencies. All of the

currently provided service delivery programs will be evaluated in an effort to establish the current deployment strategy and to identify the current baseline performance. The deployment related service delivery programs to be evaluated include:

- Fire Suppression
- Rescue
- Emergency Medical Services
- Hazardous Materials
- Specialized Services such as Technical Rescue, Swift-Water Rescue, Marine Rescue & Firefighting, Dive Rescue, and Wildland Firefighting (as appropriate)

In addition, the current deployment strategy will be identified and described with regards to the number of fire and EMS stations, response territories or demand zones, and apparatus quantity and type. Similarly, the current staffing strategies will be identified and described including the organizational structures, administrative and support staffs, and emergency response staffing.

## **Identifying Optimal Fire and EMS Station Locations, Utilization, and Staffing**

Analyses at the station level will determine the appropriateness of the fire and EMS station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number or risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS and quantitative analyses presented in tabular form.

## **Marginal Utility of Optimized Resource Allocation**

We utilize a proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the community's willingness to assume risk, and the costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes.

Therefore, in each community at any given response time objective (Minutes), an optimal number of fixed facility fire and EMS station locations are identified. Many communities have sited their fire station locations for a wide variety of reasons with the least of them being a specific performance objective. The concept that "faster is always better" passes the common sense test, but in most communities, there is a marginal benefit or marginal return on fixed cost investments that may not be providing the desired return on investment. These analyses and continued dialogue with the



community provide for a transparent and accountable method to best meet community expectations for service.

In the following example, this community had 19 fire stations and was meeting their desired performance (minutes). However, the first six fire stations capture 90.64% of all of the calls in the community from the current location within the desired performance level. In this case it was 10 minutes travel time. The seventh station through the 19<sup>th</sup> station only added 6% improvement in coverage. A quantitative analysis, such as typically presented in an annual report, would report the aggregate performance at 10 minutes 90% of the time, but fall short of illustrating the diminishing return on investment of the fire station's contributions above six stations at a constant fixed cost for each fire station.

Our approach to optimizing the fire station locations and utilization is determined by the desired service level and capabilities from each of the facilities. Since an optimal number of facilities exist, some communities may be able to consolidate stations, some may currently have the optimal number of facilities, and some may need additional facilities to meet the desired service levels. However, this analysis is the only method to identify the diminishing return or marginal utility of resource allocation as quantitative analyses alone will not identify "overlapping" predetermined response areas.

Finally, an evaluation of land use plans, annexation plans, the City's urban growth boundary, and anticipated changes in community demographics, socioeconomic status, or population will be considered in determining the most appropriate allocation of resources to best meet the unique community profile.

### **Analysis of 3-Year Historical Data by Station Response Area and Call Type**

The analysis for this part of the scope of work is a continuation of previous quantitative work for the station locations and response areas as well as the GIS analysis of the location of historical incidents. Therefore, in addition to the previously presented tabular data, all incidents will be geocoded in GIS to generate heat maps. Each major call type will receive a specific analysis (fire, ems, hazmat, technical rescue, etc.).

## **Analysis of Current Fire and EMS Organization, Staffing, Interdepartmental Communication/Collaboration and Management Systems**

A comprehensive analysis will be completed concerning the overall effectiveness and efficiency of the organizations by function. These analyses will include a review of all levels of the organizations from administration to line personnel. Specific attention will be provided to administrative, staff and supervisory structures and their related assignments. Finally, the decision-making processes will be observed and validated through structured interviews and a review of department policies and documents.

Recommendations will flow through the result of these on-site structured interviews, observations, and our extensive experience in leading and evaluating fire and emergency service organizations. In addition, assessments will be completed with respect to comparison communities, national best practices, and *FITCH's* experience in designing and operating highly efficient and effective organizations. The following questions are representative of the breadth and depth of this assessment:

- Are the Departments' management and administration structure efficient and effective?
- Are the present standards of service and delivery for fire suppression, EMS, rescue, and hazardous materials appropriate for the City's specific and unique characteristics?
- What is the optimal number of personnel needed to staff for the unique community demands?
- To what degree are the following management elements completed? Are they effective?
  - Planning
  - Organizing
  - Staffing
  - Directing
  - Coordinating
  - Reporting
  - Budgeting
- Are labor/management relationships reflective of Department's mission, vision, and values?
- What is the preferred communication style? Medium? Is it effective?
- How is information received and processes from the field? Is it effective?

## **Compare and Contrast with National and Regional Models**

Current and/or desired service levels will be compared with recommendations from the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI), and the Insurance Services Organization (ISO). In addition, comparison communities will be established with the City and Staff for comparative purposes.

## **Service Levels to Be Offered**

A key component to exploring options or alternatives is to establish the desired service levels. This part of the process will incorporate several elements from both internal and external stakeholder feedback to establish expectations for service as well as a brief review of the available evidenced-based research related to response times.

Several alternatives will be provided and articulated in such a manner that policy can be transparently adopted with the specific costs associated with the associated desired performance. For example, the financial impact will be provided comparing incremental adjustments to performance for both quicker responses as well as a more measured response. The impact to costs is significant and grows exponentially with the size of the system.

In addition, this type of analysis will be provided at the apparatus level. We will demonstrate the total cost for each apparatus and the corresponding marginal utility or contribution each apparatus provides to the success of the overall system.

## **Forensic Audit**

Our forensic audit team, led by Guillermo Fuentes, a certified public accountant (CPA), and a municipal budget director, will complete forensic audits and analyses based on all aspects of operational interests with budget and expenditure implications. All analyses and recommendations will be reviewed with the city and department in full transparency. Additionally, all assumptions will be reviewed with city staff prior to final recommendations to assure complete transparency and compliance.

Areas of inquiry may include the following items identified:

- Review of collective bargaining agreement
- Review of current procedures, practices related to sworn firefighter staffing, timekeeping, and overtime
- Analyze RFD records related to sworn firefighter staffing and expenditures
- Review operational practices, rules and staffing in published audit reports that examine firefighter overtime and staffing
- Review current shift model and contrast with various other shift models
- Evaluate the risk of loss, waste, and potential for abuse with regard to RFD policies and practices relating to personnel expenditures
- Evaluate compliance with procurement policies and best practices with professional and maintenance service contracts

## Project Management and Interaction with City

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately, and appropriate action taken, through discussion with you, to address issues.

## Identified City Resources

As a data-driven analysis, the following sources of information have been pre-identified.

- Department RMS Data
  - Department Incident Reporting RMS
  - Department Patient Care Reports (if separate)
  - Department Inspection/Permitting Records
  - Department Pre-fire Planning Records
- Primary Safety Answering Point (PSAP)
  - Three Years of Raw CAD Data
- Economic Development / Planning
  - Identified Planning Areas
  - Projected Growth
  - Anticipated Annexations
  - Zoning
- Facilities and Apparatus
  - Access and Observation
  - RMS or Database with maintenance records
  - Replacement Schedules
- Fiscal Services
  - Agency Budget
  - Fire-Rescue Budget
  - Capital Improvement Plan
  - Revenue and Taxing Information
  - Grants - Current or Anticipated
- Agency/Department GIS
  - Station Territories (Shape files)
  - Agency Boundaries
  - Major Transportation
  - Critical Infrastructures
  - Growth Boundaries
- Agency/Department Human Resources
  - Payroll
  - Staffing
  - Scheduling
- Miscellaneous Documents
  - Automatic/Mutual Aid Agreements
  - Contractual Documents for External Services
  - Department Policies and Procedures

Finally, as proposed this project will require three on-site visits with the Departments and staffs. During these visits, access to staff for structured interviews and facilities for direct observation will be necessary as well as continued dialogue for clarification of information.

## Proposed project schedule

The process identified in the previous sections will yield the desired results for this project. The assessment of the current system will determine if there are opportunities for reducing expenditures or enhancing service delivery through the completion of a fire department performance assessment.

**Figure 3: Proposed Time Allocation by Consultant**

Dr. Knight	Gullermo Fuentes, MBA	Michael Despain, MPA	Eric Nickel, MPA	John Binaski, MA	Dianne Wright, MBA	Sheryl Swearengin, CPA	Dr. Gang Wang	Brian McGrath
40	30	50	50	30	40	40	80	40
<b>Total Hours</b>								<b>400 Hours</b>

**Figure 4: Proposed Timeline for Project Completion**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Kick-Off Meeting, Refine Work Plan and Scope, and Meet with Stakeholders						
Overview of the Departments and Currently Provided Services						
Optimizing Fire and EMS Station Locations and Utilization						
Analysis of 3-Year Historical Data by Station Response Area and Call Type/Severity						
Analyze Need for New Stations or Identify Opportunities for Consolidation of Stations						
Analysis of Fire and EMS Station Staffing						
Analysis of Fire and EMS Station Facilities, Apparatus, Equipment, and Resource Configurations – Current and Future Needs						
Analysis of Current Organization, Structures, Staffing, Management, and Communications						
Maximizing Efficiencies, Reducing Duplication of Services, and Identifying Opportunities for Improvement						
Maximizing Fiscal Efficiencies and Compliance to General Policies and Procurement Policies						
Development of Draft Report (November 1st) and Final Report (December 2nd)						
Final Presentation to City (January 2020)						
Proposed Onsite Visits	#1		#2	#3	#4	

**EXHIBIT “B”**  
**COMPENSATION**

## TAB F: COST PROPOSAL

As proposed the total project will require 400 consultant hours. This proposal encompasses the development and delivery of a *Fire Department Performance Assessment and Financial Expenditures Review*, inclusive of all items outlines in this proposal, and scope of services and deliverables section 2, and includes up to four-on-site meetings including up to two formal presentation of the final results. All consultants are billed at a blended service rate of \$150 per hour. **This proposed pricing is an all-inclusive fixed cost fee that is not to exceed \$59,999.**

The Draft and Final Reports will be delivered in an executive summary style PowerPoint report that includes the following:

- Executive Summary
- Background
- Methodology
- Findings and Recommendations

**Figure 7: Proposed Time Allocation by Consultant**

Dr. Knight	Guillermo Fuentes, MBA	Michael Despain, MPA	Eric Nickel, MPA	John Binaski, MA	Dianne Wright, MBA	Sheryl Swearengin, CPA	Dr. Gang Wang	Brian McGrath
40	30	50	50	30	40	40	80	40
<b>Total Hours</b>								<b>400 Hours</b>

**EXHIBIT “C”**

**KEY PERSONNEL**



## TAB D: QUALIFICATIONS AND EXPERIENCE

*FITCH's* specific strengths for this project are centered in the ability to objectively conduct research, manage multiple project priorities and blend both expert and local resources while building support for the outcome. Our key strengths include talented and experienced consultants, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

*FITCH* has routinely undertaken projects over the last three decades similar in scope to that proposed by the City. *FITCH* has reviewed systems and processes for nations, states, provinces, regions, and individual departments. Most of our recommendations are implemented due to our real-world approach, matching both the desired outcome with the clear realities in each system.

*FITCH* proposes an expert group of consultants that are selected specifically for their expertise within this scope of work. All of the consultants work exclusively for Fitch & Associates and no subcontractors are utilized. All of our consultants have direct experience leading municipal fire and EMS agencies. Brief bios of the team members are provided here, and full resumes/CVs are provided as Appendix A.

A project with this level of complexity requires a focused approach by each member of its team. The partner responsible for this project will be Dr. Steven Knight, EFO. Dr. Knight will ensure the coordination of teams and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

The *FITCH* team will be divided into the following project categories with each category having a specific lead based on areas of expertise:

**Figure 6:** Projects and Team Members

PROJECT CATEGORIES	TEAM MEMBERS
Oversight and Project Lead	Chief Steven Knight, PhD - Partner
Fire and EMS	Chief Steven Knight, PhD Chief Eric Nickel, EFO, CFO Chief Michael Despain, MPA Chief John Binaski, MA
Emergency Communications/Dispatch	Guillermo Fuentes, MBA – COO/Partner
Finance – Forensic Audits	Dianne Wright, MBA Sheryl Swearengin, CPA Guillermo Fuentes, MBA – COO/Partner
Quantitative Analyses	Gang Wang, PhD
Geographic Information Systems	Brian McGrath President and CEO of CAD North

The following biographical profiles highlight the expert qualifications this team brings to the City of Riverside's project.

## **Project Team Members**

**Chief Steven Knight (Ret.), PhD, Partner – Project Lead.** Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He is a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a graduate of and previous faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute, and is an affiliate faculty with the University of Central Florida's College of Medicine.

**Chief Michael Despain, MA, EFO, CFO – Senior Consultant - Fire.** Michael Despain has over 30 years of experience in the fire service and currently serves as the Fire Chief for the City of Clovis (CA). Chief Despain has worked for a number of fire agencies throughout California and is experienced in the various service models including cities, counties, special districts, contracts for service, consolidated agencies, as well as state and federal models. Chief Despain's professional experience includes 8 years as a Peer Assessor and Technical Advisor for the Center for Public Safety Excellence (CPSE/CFAI), 9 years as a member of a Type I Incident Command Team, and 12 years as chief fire officer.

Chief Despain earned a Bachelor of Arts degree from Fresno Pacific University, a Master of Arts degree from National University, and is a graduate of the Executive Fire Officer (EFO) program through the U.S. Fire Administration's National Fire Academy in Emmitsburg, Maryland. Chief Despain serves on a number of boards and committees including the League of California Cities, the Fresno County Emergency Medical Care Committee, and the Fresno Fire Chief's Foundation.

**Chief Eric Nickel, CFO, CFC, EFO – Senior Consultant - Fire.** On July 4, 2016, Chief Eric Nickel celebrated 29 years of service as a professional firefighter. Originally educated to be a banker, he graduated from California State University, Long Beach with a degree in Business Administration, Finance. A fateful summer fighting forest fires radically changed his career path. He has worked for five fire

departments, large and small, in Southern and Northern California. He joined the Palo Alto Fire Department as their Fire Chief on November 12, 2012.

Eric provides strategic leadership to a team of 120 professional firefighters, paramedics and support staff. He is responsible for the delivery of risk reduction, prevention, fire, rescue and emergency medical services to the communities of Palo Alto and Stanford University.

Eric is a graduate of the National Fire Academy's Executive Fire Officer Program and is professionally credentialed as a Chief Fire Officer through the Commission on Professional Credentialing. He is also a certified Fire Chief through the State of California State Board of Fire Services. He is one of three active California Fire Chiefs to hold all three professional certifications.

Eric has focused his professional research on fire agency community engagement and public relations programs, using social media as a community link and creating predictive analytic technology solutions to forecast risk reduction opportunities and predict calls for service. Eric seeks to use innovative solutions to make life safer and to create an all-risk emergency services department ready to meet the future challenges and community needs.

**Chief John Binaski, MA – Consultant.** John Binaski has over 28 years of experience in the fire service and currently serves as the Fire Chief for the City of Clovis (CA). The Clovis Fire Department has been an accredited agency by the Commission of Fire Accreditation International since 2003. Chief Binaski's professional experience includes 6 years as a Peer Assessor for the Center for Public Safety Excellence (CPSE/CFAI), 5 years as a member of a Type I Incident Command Team, is a certified Fire Chief with the California State Board of Fire Services and has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Chief Binaski also served as an adjunct professor and Fire Technology Coordinator for the College of the Sequoias.

Chief Binaski earned a Bachelor of Arts degree from Cogswell Polytechnic College, a Master of Arts degree from Long Beach State University, and is a graduate of the Executive Fire Officer (EFO) program through the U.S. Fire Administration's National Fire Academy in Emmitsburg, Maryland. Chief Binaski has served or serves on a number of boards and committees including the League of California Cities, the Fresno County Emergency Medical Care Committee, California State Training and Advisory Committee, International City County Management Association (ICMA) and the Central Valley Fire Chiefs Association.

**Guillermo Fuentes – COO/Partner.** Guillermo Fuentes, MBA, has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999. Montreal EMS is the 5th largest municipal ambulance service in North America answering over 300,000 calls for service, while in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief

of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both centers through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150-million-dollar operating budget.

Mr. Fuentes has worked with Fitch & Associates on a part time basis for eight years and joined the firm full time in 2012. He routinely is involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Master's Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

**Gang Wang, PhD – Senior Consultant-Data Analyst.** Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

**Dianne G. Wright, MPA – Governmental Financial Project Coordinator.** Ms. Wright is the former Assistant Director of Fire-Rescue Services in Miami-Dade County, Florida. In that capacity for 10 years, she was the senior staff executive and Chief Financial Officer for one of the nation's largest and progressive fire-rescue departments. Ms. Wright enjoyed a 17-year career with Metro-Dade County. Her previous assignments were as the Division Chief for Finance/Public Services in the Public Works Department and as a Budget Analyst for the Office of Management and Budget.

In January 1998, Ms. Wright began consulting on a full-time basis and has been affiliated with FITCH for fire and EMS projects since that time. She also independently served as a consulting staff member to the Governor's Financial Oversight Board for the City of Miami and consults in the area of business processes and performance improvement.

**Sheryl Swearengin, MBA, CPA – Director of Finance.** Ms. Swearengin has over 25 years' experience with various levels of responsibilities with accounting, construction and wholesale distribution companies. She has 12 years' experience at several local CPA firms, starting as a staff accountant to becoming tax manager. She also was the Chief Financial Officer of a local wholesale distribution company with sales locations in approximately 15 cities for 19 years. Ms. Swearengin has a BBA in accounting and an MBA, in addition to current licensure as a CPA in Missouri. She is currently the Director of Finance for Fitch & Associates LLC.

**Brian McGrath – Senior Consultant – GIS and Mapping Analyst.** Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life-cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

## **Workload and Availability for the City's Project**

*FITCH* does not allow our consultants to work more than three projects at a time. In addition, if the projects are large or complex, we may limit the consultants' commitments accordingly. As a client centric and high-engagement consulting firm, we ensure that the resources and personnel dedicated to the project have ample time and availability to accomplish all goals and tasks as designed.

Finally, as a control mechanism, we will establish a communication plan and process to ensure that the project is progressing on time and in accordance with the contract/proposal. Any deviations will be immediately brought to the City's attention and we will work collaboratively to find a reasonable solution that best maintains the desired timeline and quality. In our 30 years of consulting, our process has provided clients superior service.

## **Project Objectivity and Neutrality**

The *FITCH* team has broad-based expertise that naturally blends the competing demands for efficiency and system design in an objective and neutral manner. By design, the firm utilizes a data and research-based foundation, coupled with inner rater reliability procedures, that controls for the naturally occurring biases. Our firm has extensive experience in high-performance system design and efficiency in the use of human and physical resources and continues to serve as a strategic partner with ICMA. Finally, *FITCH* brings nearly 150 years of direct fire/ems service system leadership and management experience to this project that serves to balance the "do more with less" movement with realistic and highly implementable solutions for long-term sustainability while maintaining high quality services.