

**CITY OF NAPLES, FLORIDA  
AGREEMENT  
(CONSULTANT SERVICES)**

**Bid/Proposal No.**     15-011

**Clerk Tracking No.**    15-00017

**Project Name:**        **Master Plan for Fire and Rescue**

**2015** THIS AGREEMENT (the "Agreement") is made and entered into this <sup>17<sup>th</sup></sup> ~~18<sup>th</sup>~~ day of February ~~2014~~, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Public Safety Solutions, Incorporated** a Maryland Corporation authorized to do business in the State of Florida, whose business address is: 106 Schooner Way; Chester, Maryland 21619 (the "CONSULTANT").

**WITNESSETH:**

WHEREAS, the CITY desires to obtain the services of the CONSULTANT concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of consultant services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE  
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by CONSULTANT are generally described as **Master Plan for Fire and Rescue** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement. This Agreement does not cover Professional Services as outlined in Florida Statute Sec. 287.055.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a consultant service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after

receiving its Notice to Proceed, or other directive from the CITY, a qualified consultant to serve as the CONSULTANT'S project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of consultant services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7 The CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the consultant services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONSULTANT agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT'S contractual relationship with the CITY for the special gain or benefit of the CONSULTANT or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and

define the CITY's policies and decisions with respect to the CONSULTANT'S services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

2.3. The CONSULTANT acknowledges that access to the Project Site, to be arranged by the CITY for the CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

### ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **July 1, 2015 with a 60-day** project close out time frame from final completion. This date may be extended by mutual agreement of the parties with issuance of an Amendment to this Agreement. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONSULTANT'S services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT'S sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT'S performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONSULTANT by the CITY for all Services is **\$45,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONSULTANT desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONSULTANT agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. CONSULTANT shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

#### **ARTICLE EIGHT**

## **SERVICES BY CONSULTANT'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONSULTANT'S own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent CONSULTANT or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

## **ARTICLE NINE WAIVER OF CLAIMS**

9.1. The CONSULTANT'S acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the CONSULTANT'S services nor payment by the CITY shall be deemed to be a waiver of any of the CITY'S rights against the CONSULTANT.

## **ARTICLE TEN TERMINATION OR SUSPENSION**

10.1. The CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONSULTANT or by any of the CONSULTANT'S principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONSULTANT'S remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for convenience, the CONSULTANT'S recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN  
CONFLICT OF INTEREST**

11.1. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE  
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT'S address of record:

Public Safety Solutions, Incorporated  
106 Schooner Way  
Chester, Maryland 21619  
Attention: **Mr. Leslie D. Adams**, President  
FEI/EIN Number: 52-1906835      State (MD)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONSULTANT without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONSULTANT shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as EXHIBIT D.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

**END OF ARTICLE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: *Patricia L. Rambosk*  
Patricia L. Rambosk, City Clerk

By: *A. William Moss*  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: *Robert D. Pritt*  
Robert D. Pritt, City Attorney

CONSULTANT:

Public Safety Solutions, Incorporated  
106 Schooner Way  
Chester, Maryland 21619  
Attention: **Mr. Leslie D. Adams**, President  
FEI/EIN Number: 52-1906835 State (MD)  
A Maryland Corporation

By: *Leslie D. Adams*  
Its: *President*

*Patricia T. Adams*  
Witness

Patricia T. Adams  
Witness Printed Name

(CORPORATE SEAL)



## **EXHIBIT A**

### **SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement is included in Exhibit A-1 which is attached and made a part of this Agreement and those set out in the Vendor's Submittal of (RFP) Request for Proposal No. 15-011, titled Master Plan for Fire and Rescue herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

Public Safety Solutions, Incorporated (PSSi) will conduct an assessment of fire and rescue services in the City of Naples (City) and provide to the City the services and deliverables described herein.

### Scope of Services

The City of Naples Fire-Rescue Department seeks to provide an "A" level of service to City residents in the most cost effective manner possible. Specifically, the City seeks to have properly trained professionals to the scene of an incident with the right equipment in the least amount of time possible while maintaining a fiscally responsible department. The City of Naples seeks a consultant to conduct a comprehensive performance and management study of the Naples Fire-Rescue Department. This includes analyzing the Department organization, budget, policies, deployment, equipment, capacity and related variables that support or constrain Department needs into the future. The City Manager's Office will manage this process and the seven (7) member City Council shall be provided an opportunity to meet with the consultant prior to starting the project. All data and back-up information utilized in the formation of the consultant's report shall be provided to the City and made available to City Council and the public.

The first step in any consulting analysis should be to conduct a detailed and thorough assessment of the current situation. When providing a group of services or tasks over time, delivery of these services may become routine. After a while, the providers of that service may find themselves in the situation where they only "know what they know." This analysis provides an opportunity from an outside perspective to see if there are more effective, efficient, and improved deployment models for service delivery.

Once this assessment is completed and current reality is compared with what is considered an appropriate, risk-matched, efficient delivery system, the Naples City Council may make informed decisions as to what services should be delivered and how that will best be accomplished.

The Naples Fire-Rescue Department FY2014/15 budget is approximately \$9,000,000 and currently has 63 full time positions including 1 Fire Chief, 4 Battalion Chiefs, 1 Fire Marshal, 12 Lieutenants, 39 Firefighters, 4 Fire Inspectors, 1 Fire Prevention Specialist and 1 Administrative Specialist II. The Department operates from 3 Fire Stations and also has a training facility. All positions, except for the Fire Chief, Battalion Chiefs, and Fire Marshal are covered under collective bargaining agreements.

At a minimum, this evaluation is designed to determine and achieve the following:

1. Conduct a comprehensive risk assessment and hazard vulnerability analysis of the City of Naples that includes all elements of fire-rescue delivery services, including current and future trends. Perform an historical review of response data, as approximately 62% of all calls are related to emergency medical services.
2. Provide an analysis of fire station locations and make recommendations for ideal station locations, response, and deployment of equipment, personnel, and other resources including training facilities. This task shall include an analysis of station and unit utilization.

3. Conduct a standards of cover study concerning both deployment and non-deployment components for the Fire-Rescue Department with identification of the right-sized organization to meet City needs while considering national standards, benchmarks, specific community needs and requirements, costs, best practices, and accepted and proven methodologies.
4. Review and evaluate potential coordination of "closest unit dispatch" with Collier County fire-rescue agencies and use of regional resources with elimination of artificial boundaries and duplication of resources and what effect it would have on the City.
5. Review current and future demand for fire-rescue services and assess potential to provide response in vehicles other than with engine and ladder companies while maintaining effective fire protection coverages.
6. Review and evaluate the current organizational and management systems, present structure and effectiveness of the chain of command and customer service considerations. Identify and report on any impediments concerning administrative management functionality and oversight and provision of various support services functions.
7. Assess training programs and identify any deficiencies regarding current and future capabilities based on identified associated risks in Naples and surrounding mutual aid and/or automatic aid response areas including joint jurisdictional pre-fire tactical planning. Evaluate programs to enhance firefighter safety and increase efficiency and effectiveness with an emphasis on enhancing customer service along with maximal clinical outcomes.
8. Review and analyze opportunities for revenue streams such as permits, inspections, impact fees, and incident response cost recovery.
9. Conduct an analysis of response times and impacts of simultaneous calls for service, assessment of the communications center in reference to call-taking, dispatching, response times and Records Management System (RMS) efficiency and effectiveness.
10. Conduct an analysis of mutual aid agreements, capabilities, and anticipated response times, related to the delivery of fire-rescue services.
11. Provide an independent, objective, assessment and recommend alternative approaches to the delivery of Fire-Rescue Department services that improve customer service, control or reduce costs, and provide additional efficiencies.
12. The result of the study shall be a detailed and thorough report to the City of Naples customized to the City's specific needs explaining the above points and other points deemed important by the consultant.

### Overall Analysis Objectives

The Study will address the following components as tasks and deliverables, as determined appropriate by Naples officials.

### Management

- Review and evaluate the current organizational and management systems, present structure and effectiveness of the chain of command.
- Evaluate personnel management issues including recruitment, selection, promotion, health and safety programs and performance evaluations.

- Assess training programs and identify any deficiencies regarding current and future capabilities based on identified associated risks in Naples and surrounding mutual aid response areas.
- Identify and report on any impediments for the effective use of personnel and service delivery.

### Staffing

- Provide proposed staffing plan scenarios that include a review of best practices applicable, for staffing allocation, deployment, and scheduling.
- Perform a detailed analysis of all overtime expenditures and causation. Recommend a formula to identify the total number of personnel (for each staffing scenario proposed), required considering time off for training, vacation, sick leave, family medical leave, vacancies and on the job injuries. Propose, if any exist, ways to reduce overtime costs while still maintaining adequate service levels.
- Assess the current organizational structure to determine if the City is making the most effective and efficient use of its current administrative resources and assess whether existing staffing levels are adequate.
- Review staffing levels on all apparatus response units.
- Evaluate how staff resources in all areas of the Department, including support services, are deployed and utilized.

### Service Delivery

- Review current and future demand for fire and emergency medical services, and assess potential to provide response in vehicles other than current fire apparatus.
- Evaluate service delivery including response times for fire, EMS and other specialty services. Review and evaluate potential coordination of "closest unit dispatch".
- Identify and provide a cost-benefit analysis of opportunities for regionalization and privatization.
- Compare current programs and services to regional and national trends and standards of service, while considering specific community needs and requirements.
- Provide analysis of fire station locations and deployment of equipment, personnel, and other resources.
- Evaluate fire prevention, fire investigation, fire alarm, hazardous materials response capability, and other types of support services within the context of

the current operations.

- Assess fleet and equipment condition, maintenance, acquisition and replacement programs.
- Examine the Department's current fees for service and determine whether current fees structures are appropriate and whether other revenue generating opportunities exist.

### Performance Measurements

The PSSi Study Team has extensive experience with considering and utilizing performance measurements for fire, rescue, and EMS departments. A number of performance measurements utilized by the Study Team include:

- 9-1-1 call answer time
- Internal dispatch call taking and processing time
- Initial dispatch time
- Turnout time
- Travel time
- Short-staffed units
- Levels of training
- Levels of certification
- Equipment standards
- Extent of standard operating procedures
- Mutual aid standard operating procedures
- Adequacy of apparatus assignments
- Adequacy of safety policies, procedures and compliance
- Building inspections
- Extent of cooperative services implemented
- Extent of public fire education
- Command officer response time
- Command officer level of training
- Adequacy of officer training
- Fire loss data
- Pre-fire planning process

These and many other measures of performance would be identified, assessed, and utilized in the conduct of this Fire and Rescue Master Plan for the City of Naples. PSSi would work with City and Fire Department decision makers in identifying and utilizing appropriate measures of performance as part of this Study.

### Additional Areas of Study

Additional areas of the Master Plan for Fire & Rescue Study that PSSi considers of benefit to the City of Naples are included in this bid submittal.

At a minimum, PSSi will:

- A. Interview elected officials, the City Manager, Fire Department officials, Fire Department administrative staff, business leaders and other stakeholders to be selected in consultation with City officials. The interview process would be as outlined in Phase II of the project approach and would, to the extent possible, include personal interviews with all key staff, including firefighters and officers assigned to NFD fire stations and other organizational elements;
- B. Conduct a town hall meeting inviting community members to comment on experiences with, and expectations for, fire-rescue services in the City of Naples.
- C. Review fire and EMS apparatus staffing and make appropriate recommendations for improvement and more effective use of existing staffing;
- D. Conduct comprehensive data collection and analysis related to past, current and potential future fire services delivery;
- E. Analyze the Fire Department services and administrative/control structure and Fire Department operations;
- F. Assess the existing fire suppression equipment within the City, and review equipment/crews from other mutual aid jurisdictions that are available for fire fighting within the Fire Department;
- G. Visit each fire station to review its condition so as to recommend facility improvement needs, identify obsolescence or recommend possible closure;
- H. Review and analyze historical (5-year) and current Fire Department revenue and expenditures and project future revenue and budget requirements;
- I. Review potential growth, including the location and nature, and project potential impact, if any, on the current Fire Department;
- J. Review existing agreements between the Fire Department and adjacent fire departments for mutual aid or other forms of reciprocal fire services;
- K. Examine general fire call response and loss data for the past three years;
- L. Analyze Fire Department and rescue response areas, response times and fire station locations for opportunities to improve service through reduced response times;

M. Review Fire Department and fire prevention efforts for opportunities to improve these community services;

N. Review special operations services and equipment of the Fire Departments for opportunities for improvement;

O. Assess the Fire Department for opportunities to provide more cost effective service delivery and administration;

P. Review the current approach for elected and appointed officials to have input and influence in fire services delivery decisions on behalf of taxpayers of the City;

Q. Review the current personnel management practices with respect to written qualifications, recruitment and selection, promotion, performance evaluations, education and training, career development, salaries and benefits, career advancement, working conditions, employee relations, disciplinary procedures and rules and regulations;

R. Assess the level of compliance of the Fire Departments with national and state fire services standards and accepted principles and practices, e.g., applicable provisions of NFPA 1500, NFPA 1710, and ISO;

S. Assess the organization of fire services delivery in the City and identify options and opportunities for improvement and increased cost effectiveness;

T. Assess potential duplication of services and staffing within the Fire Department and identify opportunities for reduced duplication and improved cost effectiveness;

U. Review opportunities for improved cost effectiveness through potential consolidation of administrative and other support services by the City; and,

V. Assess any fire and EMS problems the City's Fire Department has, if any, and compare to national problems and solutions;

### Areas of the Study

The Master Plan for Fire & Rescue Study will consider and focus on the following areas, at a minimum:

1. Staffing;
2. Apparatus and equipment;
3. Facilities;
4. Training;

5. Personnel management;
6. Risk analysis;
7. Fiscal analysis;
8. Standard operating procedures;
9. Areas of duplication;
10. Organization;
11. Mutual aid with surrounding fire agencies;
12. Suppression/EMS delivery systems;
13. Capital improvement plans;
14. Labor union options and considerations;
15. Policy level organization structure options;
16. Possible funding options;
17. Fire prevention programs , including inspections and public education;
18. Communications and dispatch; and,
19. Implementation planning.

#### METHODOLOGY - EIGHT-STEP APPROACH

We will complete this Master Plan for Fire & Rescue Study in eight (8) distinct but interrelated phases: data collection; interviews with key individuals; on-site observations; analysis of data; comparative analyses; alternatives and recommendations; submission of a well-documented written Master Plan for Fire & Rescue Study; and oral briefing

The following eight-step approach will be utilized:

##### Phase 1: Data Collection

In this phase, we will collect relevant data relating to the City's fire and rescue service, demographic, management, historical data, apparatus, staffing, fire risks, previous plans, operations, geography, dispatch procedures, and fire station locations and condition. This data will include:

- Historical data
- Demographics
- Population density
- Geographic limitations, including limited access highways and traffic
- Availability of the public water system
- Relevant planning documents
- Fire/EMS incident response loads
- Apparatus
- Staffing
- Fire risks
- EMS risks
- Hazardous materials risks
- Previous plans
- Geography
- Fire and EMS response time data



- Fire station locations and conditions
- Quarters for vehicles assigned to the Naples's emergency fleet
- Facility needs of firefighting staff

### Phase II – Interviews

During this phase, we will interview key stakeholders in the City of Naples, including the elected officials, business leaders, residents, and other stakeholders to be selected in consultation with City officials. Also interviewed will be fire chiefs, fire officers, firefighters, and specialized and support personnel, as appropriate.

The Study Team considers this phase of the planning to be critical and an important component to the ultimate success of the Master Plan for Fire & Rescue Study. This phase ensures that there is complete input from interested individuals and helps with the necessary "buy-in process" important to the Master Plan for Fire & Rescue Study and subsequent work program efforts.

For these reasons, the Study Team will make every effort to meet with all interested individuals, including stakeholders, civic leaders, and members of the public, as appropriate.

It is recognized that one goal of the City of Naples is providing information and obtaining broad community input to the development of the Plan. It is the PSSi goal also since this should provide the best final product for the City. The Study Team will make every effort to meet with all interested individuals, including elected officials, stakeholders, civic leaders, and members of the public, as possible.

In order to fulfill this mutual goal, as part of the initial project implementation effort PSSi will develop a project information and input plan that includes the following:

- Meetings with individual council members
- City Newsletter request for input - article
- Town Hall meeting open to the public
- Meetings with community leaders/stakeholders
- Meeting with community architects and builders
- Meetings with President's Council and/or neighborhood associations
- Opinion survey
- City Manager and staff interviews
- Sheriff staff interviews
- Fire Rescue officer & Firefighter survey
- Work with the City's Public Information Officer to develop a video about the Study and requesting input through means to be determined.

### Phase III: On-Site Observations and Fact Finding

In this phase, we will conduct on-site observations. Our experience has shown that fire services personnel relate to someone who has experienced actual fire suppression and fire prevention work and the associated issues facing them. The results, of course, should be an open and candid exchange of

the issues with respect to working in and belonging to a fire unit.

#### Phase IV: Analysis of Data

In the fourth phase of our Master Plan for Fire & Rescue Study, we will analyze the data from interviews, data collection, on-site observations, and fact-finding. The Master Plan for Fire & Rescue Study will contain important graphs on trends in the various us relevant areas.

#### Phase V – Comparative Analysis

In this phase, we will compare our findings and observations of practices and programs within the fire service with recognized standards, practices and state-of-the-art programs in the fire service, recognizing, of course, that each municipality has its own unique characteristics.

#### Phase VI: Alternatives and Recommendations

In the sixth phase, we will explore the benefits of alternative approaches. We will consider the cost benefits of the recommendations.

The range of alternatives to be recommended would, of course, depend largely on the findings in Phases I through V. Our recommendations will be specifically tailored to the City and its Fire Department.

#### Phase VII: Comprehensive Written Report

During this phase, we will provide the City with an appropriate number of copies of our comprehensive report.

#### Phase VIII: Oral Briefing

In this phase, the Study Team will provide an in-depth briefing to City officials regarding our findings and recommendations. Our staff has considerable experience in briefings of this nature.

This eight-step project approach would serve as the quality control plan in conducting this Master Plan for Fire & Rescue Study for the City of Naples.

This section introduces some of the key guides and criteria to be used by the proposed PSSi Study Team in the conduct of the Master Plan for Fire & Rescue Study in the development of the conclusions and recommendations contained in the final report.

#### Fire Department Accreditation

The framework for this analysis will incorporate the model developed by the Accreditation Committee of the International Association of Fire Chiefs (IAFC); now the Commission on Fire Accreditation International.

The Commission on Accreditation of Law Enforcement Agencies (CALEA)

has previously developed a police department accreditation process for use by police departments. The Commission on Fire Accreditation International developed a similar analysis model for fire department use on a voluntary basis. Inclusion of this model as a framework for this analysis will assure that the "latest thinking" is being considered in your planning effort. The analysis categories included in this CFAI accreditation model are as follows:

1. Governance and Administration,
2. Assessment and Planning ,
3. Goals and Objectives,
4. Financial Resources,
5. Programs,
6. Physical Resources,
7. Human Resource,
8. Training and Competency,
9. Essential Resources
10. External Systems Relations.

Within each of these categories, there are specific criteria and considerations weighed by the Study Team in conducting this Assessment. The CFAI's manual, entitled "Creating and Evaluating Standards of Response Coverage for Fire Departments", provides guidance and direction on the conduct of firehouse, apparatus, staffing and related risk assessment studies. The proposed Study Team will utilize the latest CFAI guide in the performance of this planning project.

#### Standards and Accepted Practices

In addition to specific community needs and requirements, the Study Team will utilize published fire protection standards and information on accepted principles and practices for the operations and management of fire services as background and guidelines for the conduct of this Assessment. Some of the key organizations with standards and publications that will be utilized as part of this Analysis are the following:

- National Fire Protection Association (NFPA)
- ISO Commercial Risk Services, Inc. (ISO)
- International Association of Fire Chiefs (IAFC)

The National Fire Protection Association follows a nationally recognized process for the establishment of many standards that are applicable to fire protection operations and administration. In many jurisdictions, some of the NFPA standards have been adopted and fully implemented while in others NFPA standards are utilized as general guidelines for pursuing further improvement in safety and services. The following list includes some of the key NFPA standards that will be utilized by the Study Team to conduct this Assessment.

Name of Standard

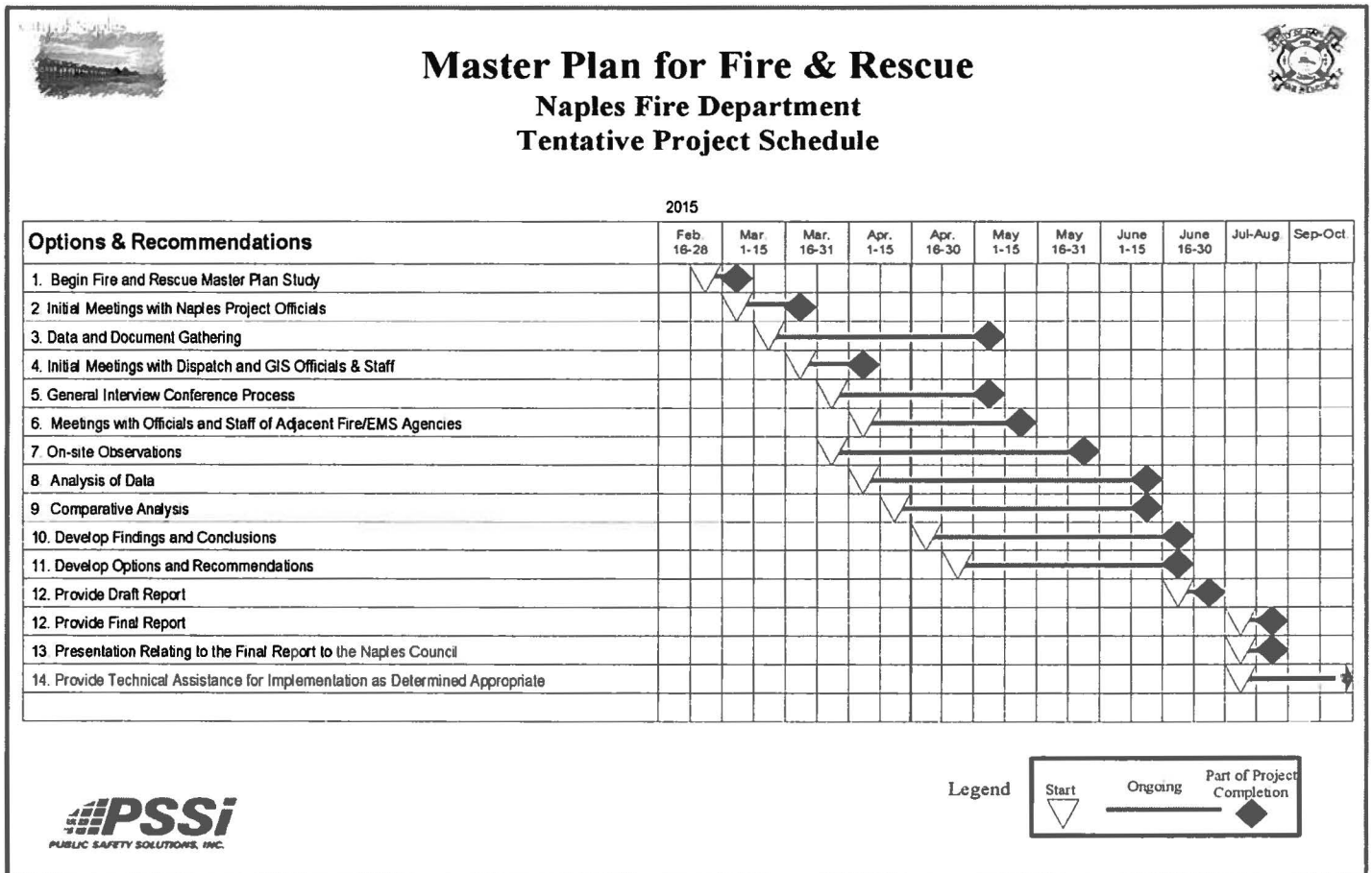
NFPA Number

Standard for Fire Fighter Professional Qualifications	1001
Standard for Fire Apparatus Driver/Operator	1002
Standard for Fire Officer Professional Qualifications	1021
Developing Fire Protection Services for the Public	1201
Fire Department Occupational Safety and Health Program	1500
Standard for the Organization and Deployment of Fire Operations	1710

These and other written standards and nationally recognized documents, such as the NFPA Fire Protection Handbook, will also be utilized by the Study Team as reference materials.

**SCHEDULE FOR THE WORK**

We will initiate work on the Master Plan for Fire & Rescue Study within 15 days of a signed agreement between the City and Public Safety Solutions, Inc. We will work with project officials to develop an agreed time schedule for the conduct and completion of the work on or before July 1, 2015, unless this date is extended by mutual agreement of the parties. A potential project schedule follows.



## **DELIVERABLES**

We will provide a minimum of the following deliverables as part of this project:

### **A. Comprehensive Written Review Report**

We will provide ten (10) copies of the final and Master Plan for your Fire & Rescue Study Report. Our Report will contain a Timeline with suggested priorities, milestones, anticipated obstacles, and anticipated outcomes. We will categorize the recommendations into short term and long term goals, along with any additional recommendations that may not otherwise have been contained within the RFP but would be a benefit to the City of Naples.

### **B. Oral PPT-Based Report Presentation**

We will provide an oral Microsoft PowerPoint-based presentation overview of the final and Management Study Report scheduled by mutual agreement.

## **PHILOSOPHY IN THE CONDUCT OF FIRE DEPARTMENT REVIEWS**

### **Public Safety Solutions, Inc.**

The staff of Public Safety Solutions, Inc. believe that fire department assessments and reviews should include an open and honest assessment of fire department management, costs, organization, practices, policies, administration, operations, standards, stakeholder input, internal controls, workload, efficiency, performance measurements, records management, emergency dispatch, and human resources management. We have no preconceived idea about practices or programs in any fire department that is to be audited or evaluated. Further, we do not believe that one fire service model or organization fits all communities. Each fire department review and analysis should relate to the specific mission of that fire department, the unique requirements of that department, and the level of stakeholder involvement. A fire department review and analysis should be conducted with minimum impact on members managing or providing the service. Interviews and observations should occur, to the extent possible, at a time that is convenient for members of the fire department without increasing overtime costs.

From the community perspective, we believe that stakeholders (also referred to as customers) should have a role in the delivery of fire department services. A key task in conducting fire department studies is to establish a process for gaining stakeholder input in terms of their likes and concerns about their fire department, their perceived opportunities for improvement in the fire department, and what specific areas or initiatives that they believe need assessments. We focus on the level of involvement by residents and resident groups in policy setting within the fire department and their level of participation with fire department personnel, especially in prevention and education.

We interview civic leaders, business leaders, school officials, minority groups, religious groups, service organizations, volunteer groups, the supporters of the fire department, and those who have had negative experiences with the fire department. The objective is to gain as much input from those who pay for and receive the services.

We believe that representatives from all functions and units should have an opportunity to be interviewed in confidence. We typically begin with interviews with the fire chief and then interview the executive staff, captains, lieutenants, labor officials, firefighters, specialty unit members, and civilian members from each organizational unit.

We ask members about the mission of the department, their specific tasks, their work shifts, their perceptions of strengths in the department, the most important issues/needs within the department, written policies and procedures, and any additional ideas of how to provide qualitative fire department services with safety as a major consideration.

In evaluating fire departments, there are a variety of standards and requirements that must be considered. Many of these standards relate to the health and safety of fire service providers. For example, we compare and contrast an agency's operations and administration with standards developed and promulgated by the Commission on Fire Accreditation International, which was a joint initiative between the International Association of Fire Chiefs (IAFC) and the International City Management Association (ICMA).

A fire department's compliance with Occupational Safety and Health Administration (OSHA) standards is a very important review and analysis area in any fire department review and analysis. The National Fire Protection Association (NFPA) has promulgated many standards, such as the Fire Department Occupational Safety and Health Program," (known as NFPA 1500). This standard, although originally a voluntary consensus standard, has become mandatory due to OSHA regulations. NFPA standards (1500, 1501, 1581, and 1582) that relate to firefighter safety and infection control contain recommendations similar to the OSHA requirements.

A fire department review and analysis must include the state laws and mandated standards that relate to fire fighter safety, health, and training.

Within the human resources management area, the recruitment, selection, training, supervision, evaluation, labor/management relations, grievance procedures, sick leave practices, discipline, and compensation practices often drive the fire department. Morale is often negatively impacted because of poor HRM practices. We believe the entire process should be evaluated, particularly employees' perceptions of two key characteristics: validity and fairness.

In the conduct of fire department studies, we strive to achieve a 'buy-in' from the service providers. In fact, a key to the success of any fire department review and analysis can be attributed to the perceptions by members that the review and

analysis was unbiased, objective, and conducted by persons with fire services experience. In that regard, credibility with the service providers (fire department personnel at all ranks) is a key factor. Rather than just interview firefighters and review written materials, we believe a fire department review and analysis should include observations of firefighters and supervisors engaged in their work. We observe fire services delivered from fire stations on all shifts and on weekends. The reasons for these observations at the fire stations and on the scene of major incidents are to not only observe practices but to indicate our sincere interest in understanding the unique demands on firefighters and supervisors in a specific community. This setting also provides an opportunity for consultants and fire department personnel to meet and discuss strengths of a fire department and opportunities for improvement with minimum impact on the service providers.

Since the three lead fire consultants with PSSi have held positions within the fire field, including the rank of fire chief, their backgrounds can assist in establishing credibility with members of a fire department.

A key component of a fire department review and analysis is an assessment of the costs of fire services. Throughout the United States, the increased costs of public safety services have generated increased demands on taxpayers. Overtime, for example, has become a major expenditure in public safety. Fire department studies should include an assessment of the costs for each bureau/unit/function, how overtime is managed within these units, supervision, deployment models, days off, shift schedules, apparatus, apparatus maintenance, equipment, and technology.

Fire department studies need to include a detailed assessment of the number and locations of fire stations (houses). We utilize a computer based model for assessing current fire station locations and suggestions for the future. Our prior fire department studies have included combining fire stations, closing fire stations, relocating fire stations, and construction of new stations. The number of fire stations has a direct relationship to the number of pieces of fire apparatus and staffing of those pieces of apparatus.

A fire department review and analysis should include the strengths of the fire department as well as the opportunities for improvement. For example, we believe that model programs within a fire department should be identified and given appropriate recognition in a review and analysis report. Public safety studies should not focus on the negative.

A fire department review and analysis report should contain sufficient information to assist the reader in understanding the basis for specific observations and suggestions for the future. The report should be a document that is used by city and fire officials. If the report is not used, it can end up as a 'dust collector' and waste tax dollars.

The goal in all fire department studies prepared by Public Safety Solutions, Inc. is to provide the city, the service providers, and the customers with an honest and objective Blueprint for the Future Delivery of Fire Department Services, a blueprint that builds on the strengths of the department, offers alternatives as appropriate, identifies the

obstacles (if any), delineates costs and benefits of any change, and provides a beacon for the future. This Blueprint encompasses the ideals and expertise of a Study Team with more than 50 years of combined fire experience, and will help establish a clear path for decision makers and service providers to ensure the highest level of fire quality service for years to come.



**EXHIBIT B**

**BASIS OF COMPENSATION**

**As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay \$45,000.00, and the CONSULTANT agrees to accept payment as indicated in the below Items A-C of Exhibit B.**

CONSULTANT Public Safety Solutions, Incorporated will conduct this work for the City of Naples for an all-inclusive fixed cost of \$45,000.00.

The hourly fee schedule for Public Safety Solutions, Incorporated staff is as follows:

Leslie D. Adams .....	\$ 180.00
Robert Brown. ....	160.00
Brian Cummings .....	140.00
Mary Beth Michos. ....	120.00
Robert McNally .....	120.00

- A. \$15,000 is due at fourteen days of work initiation of the Study;
- B. \$15,000 is due at sixty days of work initiation of the Study; and,
- C. \$15,000 is due upon submission of a Final Witten Report, completion of all deliverables and all elements included in Exhibit A-1.

Retainage: Not applicable to this Agreement.

**END OF EXHIBIT B**

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The CONSULTANT shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any sub-consultant similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the CONSULTANT'S insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the CONSULTANT shall provide, and shall cause each sub-consultant to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The CONSULTANT shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any sub-consultant performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C-\_\_\_ ]*

## EXHIBIT D

### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the Public Safety Solutions, Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT'S files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONSULTANTS's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 10 day of February, 2015.

By: 

ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Queen Anne

SWORN TO AND SUBSCRIBED before me this 10 day of February, 2015.

The Affiant, Leslie D Adams, is [ ] personally known to me or [✓] has produced Drivers  
Maryland License as identification, which is current or has been issued within the past five years and

bears a serial number or other identifying number.

Megan Elaine Travers  
Print Name: Megan Elaine Travers

\_\_\_\_\_  
NOTARY PUBLIC – STATE

OF Maryland

Commission Number: n/a

My Commission Expires: 04/19/15

(Notary Seal)

