



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, July 20, 2021

7:00 PM

Civic Center Conference Room

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. APPROVAL OF MINUTES

1. [City Council Regular Meeting Minutes of July 6, 2021](#)

##### V. PUBLIC BUSINESS FROM THE FLOOR

##### VI. CONSENT AGENDA

1. [Approval to Go Into Executive Session Regarding Strategy for Future Management of Valdez Container Terminal](#)
2. [Appointment to the City Ports & Harbors Commission \(Full Term - Stu Hirsch\)](#)
3. [Approval of License Renewal #10173 - Herbal Outfitters, LLC, Retail Marijuana Store](#)

##### VII. NEW BUSINESS

1. [Approval of Professional Services Agreement with Kinney Engineering, LLC for Pavement Management Phase II - Whalen Ave in the Amount of \\$142,926](#)
2. [Discussion Item: Off-Leash Areas](#)

##### VIII. RESOLUTIONS

1. [#21-28 - Amending the 2021 Budget by Accepting \\$177,639.29 in Unbudgeted Revenues, and Appropriating the Same to Qualifying Expenditures Pursuant to the State of Alaska, Department of Health and Social Services COVID-19 Vaccine Administration Grant Award.](#)

## IX. REPORTS

1. [Fire/EMS Department Comprehensive Operations Assessment-Citygate Associates, LLC](#)
2. [2nd Quarter Report on COVID-19 Economic Recovery Programs](#)

## X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report
  - i. [City Manager's Report 7-20-21](#)

2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

## XI. COUNCIL BUSINESS FROM THE FLOOR

## XII. EXECUTIVE SESSION

## XIII. RETURN FROM EXECUTIVE SESSION

## XIV. ADJOURNMENT

## XV. APPENDIX

1. [Council Calendars - July & August 2021](#)



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Legislation Text

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**File #:** 21-0373, **Version:** 1

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**ITEM TITLE:**

City Council Regular Meeting Minutes of July 6, 2021

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

City Council regular meeting minutes of July 6, 2021 are attached for Council review.

# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686



## Regular Meeting Minutes - Draft

Tuesday, July 6, 2021

7:00 PM

Regular Meeting

Civic Center Conference Room

**City Council**



**REGULAR AGENDA - 7:00 PM****I. CALL TO ORDER**

Mayor Scheidt called the meeting to order at 7:08 p.m. in the Civic Center Conference Room.

**II. PLEDGE OF ALLEGIANCE**

City Council led in the Pledge of Allegiance to the American flag.

**III. ROLL CALL**

Present: 5 - Mayor Sharon Scheidt  
Council Member Todd Wegner  
Council Member Susan Love  
Council Member Dawson Moore  
Council Member Jimmy Devens

Excused: 2 - Council Member Dennis Fleming  
Mayor Pro Tem Alan Sorum

Also Present: 6 - City Manager Mark Detter  
Assistant City Manager Nathan Duval  
Assistant City Manager Roxanne Murphy  
City Clerk Sheri Pierce  
Deputy City Clerk Allie Ferko  
City Attorney Jack Wakeland (*by teleconference*)

**IV. APPROVAL OF MINUTES****1. City Council Special Meeting Minutes of June 17, 2021**

The City Council special meeting minutes of June 17, 2021 were approved as presented.

**2. City Council Regular Meeting Minutes of June 15, 2021**

The City Council regular meeting minutes of June 15, 2021 were approved as presented.

**3. City Council 2018 Minutes: (1) Regular Meeting Minutes of August 7, 2018, (2) Regular Meeting Minutes of August 22, 2018, and (3) Regular City Council Meeting Minutes of September 4, 2018**

The City Council regular meeting minutes of August 7, 2018; City Council regular meeting minutes of August 22, 2018; and City Council regular meeting minutes of September 4, 2018 were approved as presented.

**V. PUBLIC BUSINESS FROM THE FLOOR**

No members of the public appeared to provide testimony from the floor on a non-agenda item.

**VI. CONSENT AGENDA****1. Appointments to the City Ports & Harbors Commission (Full Terms - Colleen Stephens and Tim Bouchard)**

MOTION: Council Member Devens moved, seconded by Council Member Moore, to approve the Consent Agenda.

VOTE ON THE MOTION:

Yays: 5 - Mayor Scheidt, Council Member Wegner, Council Member Love, Council Member Moore and Council Member Devens

Excused: 2 - Council Member Fleming and Mayor Pro Tem Sorum

MOTION CARRIED

**VII. NEW BUSINESS****1. Discussion Item: City of Valdez Policy 8300-01 Small Unmanned Aircraft System**

Chief of Police Bart Hinkle provided a brief overview of the purpose of the program and policy. He explained the policy would be posted on the City of Valdez emergency management webpage for public reference.

**2. Approval of a Contract with Harris Sand & Gravel, Inc., for the 10 Mile Dike Maintenance Project in the Amount of \$3,570,100**

MOTION: Council Member Love moved, seconded by Council Member Wegner, to approve a contract with Harris Sand & Gravel, Inc., for the 10 Mile Dike Maintenance project in the amount of \$3,570,100.

Mr. Duval explained there is an overall desire to create and follow a comprehensive maintenance plan for Lowe River. The plan was submitted to the Alaska Department of Natural Resources (DNR) for approval several years ago. He provided a brief overview of the purpose and scope of the contract.

Council Member Wegner asked for clarification regarding the composition and meeting process for the Mayor's Flood Mitigation Task Force. Mr. Duval explained the Task Force meets once a month and is comprised of community representatives from the three areas of the city with rivers or major streams plus two Council members. The Task Force previously worked on projects for Mineral Creek and Valdez Glacier Stream. The current focus of the Task Force is mitigation efforts on the Lowe River.

Council Member Wegner asked how long the Mayor's Flood Mitigation Task Force had been in places, as those types of meeting bodies were traditionally short in scope and timeframe. Ms. Pierce explained the process regarding establishment and management of city task forces would be discussed during the upcoming Council retreat. She explained a policy for this topic needed to be

incorporated into the Council Policy and Procedures document.

Mr. Duval explained the original proposal submission deadline for the project was extended to allow clarification of questions received about the contract.

Mr. Detter provided additional information from the process leading up to the contract being presented to Council, including a robust public process, task force involvement, ensuring enough time in the request for proposal process for quality bids, and other actions.

**VOTE ON THE MOTION:**

Yays: 5 - Mayor Scheidt, Council Member Wegner, Council Member Love,  
Council Member Moore and Council Member Devens

Excused: 2 - Council Member Fleming and Mayor Pro Tem Sorum

**MOTION CARRIED**

**3. Approval of Professional Services Agreement with PND Engineers, Inc for the Valdez Small Boat Harbor H-K Major Reconstruction Project in the amount of \$734,663.00**

MOTION: Council Member Devens moved, seconded by Council Member Love, to approve the Professional Services Agreement with PND Engineers, Inc for the Valdez Small Boat Harbor H-K Major Reconstruction Project in the amount of \$734,663.

Mr. Duval explained this project has been on the long-range project plan for several years. He provided a brief overview of the scope of the project.

**VOTE ON THE MOTION:**

Yays: 5 - Mayor Scheidt, Council Member Wegner, Council Member Love,  
Council Member Moore and Council Member Devens

Excused: 2 - Council Member Fleming and Mayor Pro Tem Sorum

**MOTION CARRIED**

**VIII. RESOLUTIONS**

1. **#21-26 - Amending the 2021 City Budget by Accepting \$930,567.10 in Unbudgeted American Rescue Plan Act ("ARPA") Grant Revenues and Appropriating Same to Sewer Force Main Project Within the Capital Projects Reserve Fund**

MOTION: Council Member Devens moved, seconded by Council Member Moore to approve Resolution # 21-26.

VOTE ON THE MOTION:

Yays: 5 - Mayor Scheidt, Council Member Wegner, Council Member Love, Council Member Moore and Council Member Devens

Excused: 2 - Council Member Fleming and Mayor Pro Tem Sorum

MOTION CARRIED

2. **#21-27 - Amending the 2021 City Budget by Transferring \$275,000 from the Reserve/Harbor Major Maintenance Fund to the Capital Projects/Harbor H-K Replacement Fund**

MOTION: Council Member Devens moved, seconded by Council Member Wegner to approve Resolution # 21-27.

VOTE ON THE MOTION:

Yays: 5 - Mayor Scheidt, Council Member Wegner, Council Member Love, Council Member Moore and Council Member Devens

Excused: 2 - Council Member Fleming and Mayor Pro Tem Sorum

MOTION CARRIED

**IX. REPORTS**

1. **Monthly Treasury Report: May, 2021**

**X. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS**

1. **City Manager Report**

Mr. Detter discussed city programs, issues, and projects, including housing projects such as senior housing, a new subdivision proposal at Whalen and Egan, and the Chugach Alaska Corporation's preliminary multi-use housing facility concept and the impacts to those projects from current building construction and material costs nationwide. He also discussed the BLM land exchange in Thompson Pass, the Fire Station 1 open house and ribbon cutting ceremony, the Lowe River flood maintenance, demolition of the Pipeline and the Landsharks buildings, the pavement management project, the schools waterline project, and the school generator project, and the access study for properties east of Valdez Glacier Stream.

Mr. Detter outlined his desire to increase funding for a total of \$300,000 for the travel incentive voucher program. He stated if Council expressed no objection to

the increase staff would move forward with reopening the program. However, this would be the final extension for vouchers. He explained there are remaining funds allocated for COVID-19 economic recovery due to other programs being under budget. This increase would come from that funding source.

Council Member Devens said he was impressed with the number of visitors in town over the July 4<sup>th</sup> holiday and felt the voucher program contributed to the success of the weekend. He stated he supported extending the program one final round.

Council Member Moore reiterated his concerns over roll-out issues of the program and some confusion amongst the public about how vouchers could be used. He stated he supported a final extension of funding for the program. He shared his support for putting money into small local businesses.

Mayor Scheidt shared positive feedback she had received on the program. She questioned whether now was the time to authorize additional incentive vouchers or if it would be better to postpone with the intent to reopen in the shoulder season to increase tourism during a traditionally slower time of the year. She shared her gratitude for the positive impact the program had on public relations and increasing tourism.

Multiple Council members expressed concerns with the potential for public frustration with multiple starts and stops to the program over time.

Council Member Love was unsure how to measure the success of the program outside of anecdotal support. Mr. Detter stated to date feedback was mostly anecdotal, but he felt it had been a net positive.

Council Member Wegner expressed concern over potential negative impacts to staff time by extending the program during an already very busy season. He asked if the funds earmarked for COVID-19 economic recovery had an expiration date. Mr. Detter stated the money had been earmarked for that purpose, but could be repurposed if the funds were not used fully.

## **2. City Clerk Report**

Ms. Pierce reviewed the upcoming Council Retreat agenda, provided a progress update regarding ordinance drafting for code revision, and reviewed her upcoming travel calendar.

## **3. City Attorney Report**

Mr. Wakeland reviewed current cases and topics his firm is working on behalf of the City, including the Alaska Trappers litigation.

## **4. City Mayor Report**

Mayor Scheidt congratulated the City of Valdez on the success of the Fourth of July event.

**XI. COUNCIL BUSINESS FROM THE FLOOR**

Multiple Council members shared their appreciation for those involved in making the Fourth of July holiday event a success.

Council Member Moore thanked those involved in the theatre conference and expressed his gratitude for a great event.

**XII. ADJOURNMENT**

There being no further business, Mayor Scheidt adjourned the meeting at 8:14 p.m.

DRAFT



## Legislation Text

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**File #:** 21-0374, **Version:** 1

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**ITEM TITLE:**

Approval to Go Into Executive Session Regarding Strategy for Future Management of Valdez Container Terminal

**SUBMITTED BY:** Jake Staser, City Attorney

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Approval to go into executive session regarding strategy for future management of Valdez Container Terminal

**SUMMARY STATEMENT:**

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.
2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



## Legislation Text

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**File #:** 21-0375, **Version:** 1

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**ITEM TITLE:**

Appointment to the City Ports & Harbors Commission (Full Term - Stu Hirsch)

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Appoint Stu Hirsch to serve a three-year term on the City Ports & Harbors Commission.

**SUMMARY STATEMENT:**

One vacancy exists on the City Ports & Harbors Commission due to normal term expiration.

The City Clerk's Office advertised the vacancy and received one application:

- Stu Hirsch

The appointee will serve a three-year term expiring June 2024.



**Application Form**

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**Profile**

Stu	Hirsch	
First Name	Last Name	
boatworks@valdezak.net		
Email Address		
Valdez Mailing Address (PO BOX # or HCI BOX #)		
PO BOX 2984		
3202 Eagle Ave		
Home Address	Suite or Apt	
Valdez	AK	99686
City	State	Postal Code
Mobile: (907) 831-0253	Mobile: (907) 831-0253	
Primary Phone	Alternate Phone	

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Self Employed (BoatWorks)	Boat Mechanic
Employer	Occupation

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**Which Boards would you like to apply for?**

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Ports & Harbors Commission: Submitted

Question applies to multiple boards

**Required Time Commitment: All city board/committee members and commissioners are expected to (1) be present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?**

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Yes!

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**How did you learn about this vacancy? \***

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☒ City Council or Commission Meeting

Question applies to multiple boards

**This appointment term is for three years. Are you able to commit to serving for that full time period? \***

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☒ Yes

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**Interests & Experience**

**Why are you interested in serving on a City of Valdez board or commission?**

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Occupation in the field

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**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

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Currant board member

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[Stu Hirsch P H Application 2018.pdf](#)

Upload a Resume or Letter of Interest



## Legislation Text

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**File #:** 21-0376, **Version:** 1

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**ITEM TITLE:**

Approval of License Renewal #10173 - Herbal Outfitters, LLC, Retail Marijuana Store

**SUBMITTED BY:** Sheri Pierce, MMC, City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

A local governing body may protest the approval of an applicant pursuant to AS 04.11.480 by furnishing the AMCO director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of the notice.

Following notification of a new license or renewal of an existing license by the Alcohol & Marijuana Control Office, the City Clerk's office submits all license applications to the city council for approval.

The Police Chief is notified of the request and is provided the opportunity to express any concerns with the issuance or re-issuance of the Alcohol or Marijuana establishment license. Please find Chief Hinkle's inspection report attached.

Please see attached information provided by the AMCO office regarding this application.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

July 1, 2021

City of Valdez

Attn: Sheri Pierce, City Clerk

VIA Email: [spierce@valdezak.gov](mailto:spierce@valdezak.gov)

<b>License Number:</b>	10173
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	Herbal Outfitters, LLC
<b>Doing Business As:</b>	HERBAL OUTFITTERS, LLC
<b>Physical Address:</b>	165 Fairbanks Drive Lower Floor Valdez, AK 99686
<b>Designated Licensee:</b>	Richard Ballow
<b>Phone Number:</b>	907-255-0223
<b>Email Address:</b>	info@herbaloutfitters.green

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

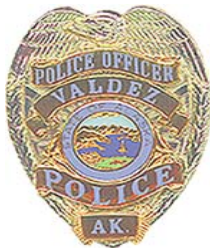
At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read 'Glen Klinkhart', with a stylized, cursive script.

Glen Klinkhart, Director



## POLICE DEPARTMENT MEMORANDUM



TO: Sheri Pierce, City Clerk

FROM: Bart Hinkle, Chief of Police

RE: Herbal Outfitters Commercial Marijuana Facility Inspection [VPD Case 21-2260]

DATE: July 14, 2021

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On July 12<sup>th</sup>, 2021, I received notice that the Commercial Marijuana License Renewal for Herbal Outfitters, LLC [License # 10173] was on the agenda for the July 20<sup>th</sup> meeting. As has become customary, I contacted Derek Morris (General Manager) and asked his availability for an inspection. The last inspection I conducted was August 10<sup>th</sup>, 2020.

At about 0900 on July 14<sup>th</sup>, 2021, I met Mr. Morris at Herbal Outfitters, LLC. As in my previous inspections, I observed the security measures and protocols to meet or exceed industry requirements. I also observed the storefront to be in good condition and an inviting retail space and environment.

I found that each aspect of operations we discussed (inventory tracking, storage of product, video security systems and protocols, etc.) met or exceeded industry requirements.

By my estimation, Herbal Outfitters continues to be a responsible member of the Valdez community, operating well within the regulations of their Commercial Marijuana License. During the duration of the inspection (approximately 45 minutes), I did not observe any noticeable violations or any business practice that would indicate Herbal Outfitters is operating out of compliance with State of Alaska or City of Valdez regulations.

I see no reasonable grounds to contest or deny the submitted renewal application.



## Legislation Text

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**File #:** 21-0377, **Version:** 1

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**ITEM TITLE:**

Approval of Professional Services Agreement with Kinney Engineering, LLC for Pavement Management Phase II - Whalen Ave in the Amount of \$142,926

**SUBMITTED BY:** Thomas Sanborn, Capital Facilities Project Manager

**FISCAL NOTES:**

Expenditure Required: \$142,926.00  
Unencumbered Balance: \$2,806,749.62  
Funding Source: 310-1110-58000

**RECOMMENDATION:**

Approve the Professional Services Agreement with Kinney Engineering, LLC for Pavement Management Phase II - Whalen Ave in the Amount of \$142,926.

**SUMMARY STATEMENT:**

**Description:** This PSA will update the existing design for paving Whalen Avenue, including adding utilities, in preparation for an expected residential subdivision development at Tract P at the northwest corner of Whalen Avenue and W Egan Drive.

The design team will work with the developer of the subdivision to coordinate utility connections and necessary grade points and infrastructure.

**Schedule:** The period of performance will be 180 days from the Notice to Proceed. With this, we expect construction ready documents by February 2022.

**Procurement:** This project was included with the Pavement Management Phase II design solicitation to which Kinney was a qualified respondent. Kinney is also the designer of record for the first, smaller scope, design for Whalen Ave. from 2017.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and KINNEY ENGINEERING, LLC (“Consultant”) is effective on the \_\_\_\_ day of \_\_\_\_\_, 2021.

All work under this agreement shall be referred to by the following:

**Project: Pavement Management Phase II – Whalen Ave  
Project No: 20-310-1200  
Contract No.: 1801  
Cost Code: 310-1110-58000**

Consultant’s project manager under this agreement is Joshua Cross.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Tom Sanborn.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

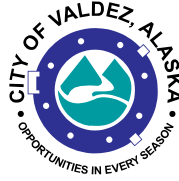
**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 180 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



Agreement for Professional Services  
Project: Pavement Management Phase II –  
Whalen Avenue  
Project No.: 20-310-1200  
Contract No.: 1801  
Cost Code: 310-1110-58000



#### ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

#### ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

#### ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services  
Project: Pavement Management Phase II –  
Whalen Avenue  
Project No.: 20-310-1200  
Contract No.: 1801  
Cost Code: 310-1110-58000



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**KINNEY ENGINEERING, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

Title: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA  
APPROVED:**

\_\_\_\_\_  
Sharon Sheidt, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Detter, City Manager

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Nathan Duval, Capital Facilities Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
Brena, Bell & Walker, P.C.**

\_\_\_\_\_  
Jon S. Wakeland

Date: \_\_\_\_\_

**Agreement for Professional Services**  
**Project: Pavement Management Phase II –**  
**Whalen Avenue**  
**Project No.: 20-310-1200**  
**Contract No.: 1801**  
**Cost Code: 310-1110-58000**



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez: professional design services for the Whalen Avenue Improvement Project.

The scope of work is more specifically described in the attached proposal dated June 7, 2021 which is incorporated herein by reference.

## **Appendix B**

### **Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$142,926.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



June 7, 2021

Nathan Duval, Director  
City of Valdez, Capital Facilities  
PO Box 307  
Valdez, AK 99686

**Subject: Whalen Avenue Improvements**  
Design and Permitting  
Fee Proposal

Dear Mr. Duval:

Thank you for requesting Kinney Engineering's (KE) professional services for the Whalen Avenue improvement project. We understand the City of Valdez (City) expects a new subdivision will be developed on the northwest corner of W. Egan Drive and Whalen Avenue. Access and utility services to the subdivision will be provided from Whalen Ave. As such the City is requesting KE:

- update the 2017 Whalen Ave. design;
- design Whalen Ave between Klutina Drive and Pioneer Drive;
- prepare a 65% complete plans, specifications, and estimate (PS&E) package;
- prepare a 95% complete PS&E package; and
- support permitting for Alaska Department of Environmental Conservation (ADEC).

The basis of design will be our previous Whalen Avenue Improvements work. We will use existing topographic survey, survey control, geotechnical information, and as-builts. The PS&E package will expand on the existing PS&E package prepared for the City in 2017. We will also incorporate special provisions and details from the Valdez Pavement Management Phase 1 work.

Based upon our teleconference, we understand the scope of work will include the following:

**Typical Section Design.** Whalen Ave will be designed as a two-lane roadway with curb, gutter, a concrete sidewalk on one side, and an asphalt pathway on the other. The structural section will be designed to increase the depth of classified fill.

**Sanitary Sewer Design.** KE will design a new HDPE sewer line along Whalen. The plans will also include removal or abandon in place for the existing sewer line on Pioneer between Whalen and Birch. Two sewer stub outs for the proposed development will be included.

**Water Design.** KE will design a new HDPE water main along Whalen. The size will be based on City of Valdez provided flow information. New fire hydrants will be included. The plans will also include removal or abandon in place for the existing water line on Pioneer between Whalen and the nearest valve to the east. Two water stub outs for the proposed development will be included.

**Electrical Design.** Street lighting at the W. Egan, Pioneer Drive, and Klutina intersection will be evaluated. Based on the results of the evaluation, new street lighting will be included in the plans.

**Storm Drain Design.** Storm drain design will include inlets and piping at intersections, extending the Pioneer Drive storm drain to Whalen Ave, and relocating inlets and pipes as needed.

**PS&E Preparation.** KE will prepare a PS&E submittal that is approximately 65% complete for the City's review. We will address review comments and incorporate them into a 95% complete PS&E. We understand the City is not requesting the PS&E submittal be signed and sealed by a licensed professional engineer at this time. If requested, we can prepare a signed and sealed PS&E package suitable for bidding for an additional fee.

**Permitting Support.** KE will prepare permit applications for the City's signature. We will coordinate application submittals and prepare necessary figures.

**Development Support.** KE will support the City's efforts to ensure locations of proposed water line and sewer line meet the City's standards. We will coordinate location needs directly with the developer.

We understand the City is installing a new water well at the northeast corner of Whalen and Pioneer. A 200-ft buffer radius from underground storm drain and sewer utilities will need to be maintained.

The project schedule has not been set and will be dependent on the developer's plan and coordination with the City. However, we can begin work as soon as we receive a notice to proceed.

KE proposes to complete the work described above as follows:

<u>Task No.</u>	<u>Task Description</u>	<u>Total Price</u>
1	65% PS&E (Lump Sum)	\$83,947
2	95% PS&E (Lump Sum)	\$30,549
3	As-Needed Support (Time and Expense)	\$28,430

Thank you for the opportunity to provide you our services. Should you have questions or need to discuss our proposed services, please contact me directly at (907) 227-6507 or by e-mail at [joshcross@kinneyeng.com](mailto:joshcross@kinneyeng.com). We look forward to working with you on this project.

Sincerely,

**KINNEY ENGINEERING, LLC**



Joshua Cross, P.E., PTOE  
Project Manager  
Kinney Engineering, LLC



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.



## II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

## III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

## IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional

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liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.



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The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.



IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

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Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

**XIII. Subconsultants, Successors and Assigns:**

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

**XIV. Claims and Disputes:**

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.



In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to



the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

**XV.           Extent of Agreement:**

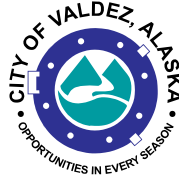
This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

**Agreement for Professional Services**  
**Project: Pavement Management Phase II –**  
**Whalen Avenue**  
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**Contract No.: 1801**  
**Cost Code: 310-1110-58000**



The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

**XVI.           Governing Laws:**

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

**XVII.           Minimum Wages:**

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

Agreement for Professional Services  
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**City of Valdez**  
**Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

**Project: Pavement Management Phase II – Whalen Avenue**  
**Project Number: 20-310-1200 / Contract Number: 1801**

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with

**City of Valdez**  
**Contract Release Page 2 of 2**

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TITLE

My Commission expires:





## Legislation Text

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**File #:** 21-0378, **Version:** 1

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**ITEM TITLE:**

Discussion Item: Off-Leash Areas

**SUBMITTED BY:** Bart Hinkle, Chief of Police

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

During the April 6<sup>th</sup> Council Meeting, a discussion around modifying Valdez Municipal Code 6.08.020 (Running at Large Prohibited) occurred after questions were raised as to why “E Collars” were not considered “restraint” for dogs. During that discussion, Animal Control was tasked with identifying trails or other areas that may be designated “off leash” areas and to bring a recommendation forward for a discussion.

Currently, Valdez Municipal Code 6.08.020 prohibits dogs from running at large, except for section “C” of that ordinance, which states “dogs may run freely in any area of the city in which both hunting and the discharge of firearms is permitted”. That section of the code is attached to this agenda statement for reference.

What is not included in that section of code is a map depicting those areas. Instead, a person must go to Valdez Municipal Code 9.32 (Weapons) for a narrative and map that identifies areas in which both hunting and the discharge of firearms is permitted. That section of the code has also been attached to this agenda statement for reference.

The other attachments consist of different maps depicting options for “off leash” areas, and are:

Attachment “Current Off Leash Law Areas” - Depicts, via blue hashmarks, those areas in which dogs are currently permitted to be off leash.

Attachment “Potential Off Leash Law Areas” - Includes the current blue hashmark areas, along with potential sites that Animal Control identified - via green hashmarks or outline- as viable off leash

areas.

Attachment “Additional Off Leash Law Areas” - Includes blue and green areas, as well as additional, but not recommended at this time, off leash areas (in purple).

Attachment “Suggested Off Leash Law Areas” - A combination of blue and green hashmarks representing the recommended off leash areas.

In formulating their recommendation, Animal Control considered the current usage of the areas - including whether it has become common practice for dogs to be off leash in the area anyhow- with other factors, such as accessibility, ability to adequately sign the areas as “off leash”, population density, and input from other City departments - namely Parks and Recreation.

Regardless of the outcome of the discussion, it is recommended that a map of the “off leash” areas be included in the Animal section of the code.

Proper signage should be posted around “off leash” areas - when practical, and the VMC should be updated to include a definition for the ordinance that mandates a dog must be under the control of the handler at ALL times. For example, “Under Control” *means an animal’s owner must simultaneously monitor, direct, and restrict an animal’s movement and activities in a humane manner so the animal does not harass a human or another animal.*

The attachments do not reflect any future seasonal dog parks which may be implemented by the City.

Animal Control staff will be present at the meeting to participate in the discussion.

**6.08.020 Running at large prohibited.**

- A. No owner or caretaker shall fail to properly restrain his/her animal to prevent it from running at large. When an animal is found running at large, an officer under this title is authorized to impound the animal and/or give its owner or caretaker a written warning or an animal at large citation.
- B. If any dangerous or vicious animal cannot be safely impounded or if any animal attacks an officer attempting to impound it, any officer may take whatever action is necessary to safeguard life and property endangered by the animal.
- C. Notwithstanding the foregoing provisions of this section, dogs may run freely in any area of the city in which both hunting and the discharge of firearms is permitted.
- D. No person other than an officer performing his/her duty may release an animal from restraint without the owner's permission, except to preserve the animal's life. (Ord. 19-04 § 1 (part): Ord. 18-01 § 2 (part): Ord. 09-07 § 2 (part): Ord. 00-09 § 5: Ord. 93-20 § 3: prior code § 4-11)

## Chapter 9.32 WEAPONS

### Sections:

- 9.32.010 Discharge of firearms.**
- 9.32.020 Carrying of firearms.**
- 9.32.030 Hunting.**

### **9.32.010 Discharge of firearms.**

A. No person may discharge a firearm within the city except:

1. At the rifle range located on Airport Road north of the Valdez airport;
2. At the Valdez High School small bore range;
3. At the police shooting range located on Airport Road north of the Valdez airport;
4. At Robe Lake and adjoining wetlands, using shotguns only;
5. Within that enclosed area bounded on the west by the eastern shore of the Valdez Glacier Stream, on the north by Richardson Highway right-of-way (one hundred fifty feet south of the highway centerline), on the east by the western edge of the access road from the Richardson Highway (approximately two and one-half miles) to the mouth of the Robe River and on the south by the shoreline between the mouth of the Lowe River and the Glacier Stream, using shotguns only;
6. Within that enclosed area between Airport Road and the west bank of the Valdez Glacier Stream from a line parallel to the Richardson Highway beginning on Airport Road one-fourth mile north of the east junction of the Airport Road and Airport Terminal access road and ending on the west bank of the Valdez Glacier Stream, to the toe of the Valdez Glacier, using shotguns only;
7. By a law enforcement officer acting within the scope and authority of his employment;
8. In defense of persons;
9. While the person is assisting a law enforcement officer in the performance of duty; or
10. In any area of the city satisfying all of the following conditions:
  - a. Farther than one-half mile from the Richardson Highway or any inhabited subdivision or occupied industrial site; and
  - b. Outside of the area enclosed by a line described as follows:

Beginning at the west bank of the mouth of Mineral Creek then to the westerly end of the Mineral Creek bridge, then easterly to the two-thousand-foot elevation of the hill northeast of the water tower, then easterly following the two-thousand-foot elevation to a point on the east side of the Valdez Glacier, then to the westernmost point of Robe Lake, then along the northern shoreline to the northeast tip of Robe Lake, then along Deep Creek to the five-hundred-foot elevation to the point north of the Richardson Highway at Milepost 11, then south across the Richardson Highway to the north bank of the Lowe River, then straight northwesterly to the point of beginning.

B. Violation of this section is punishable by a fine of one hundred dollars for a first violation; two hundred dollars for a second violation; three hundred dollars for a third violation; and five hundred dollars for a fourth or any subsequent violation. (Ord. 17-03 § 1 (part); Ord. 14-06 § 1 (part); Ord. 04-03 § 1 (part); Ord. 94-14 § 1: prior code § 17-5)

### **9.32.020 Carrying of firearms.**

A. No person may carry a firearm on his person where prohibited by AS [11.61.190](#) through [11.61.220](#) or as otherwise prohibited by state law.

B. Upon citation for violation of this section, court appearance is mandatory. (Ord. 17-03 § 1 (part))

### **9.32.030 Hunting.**

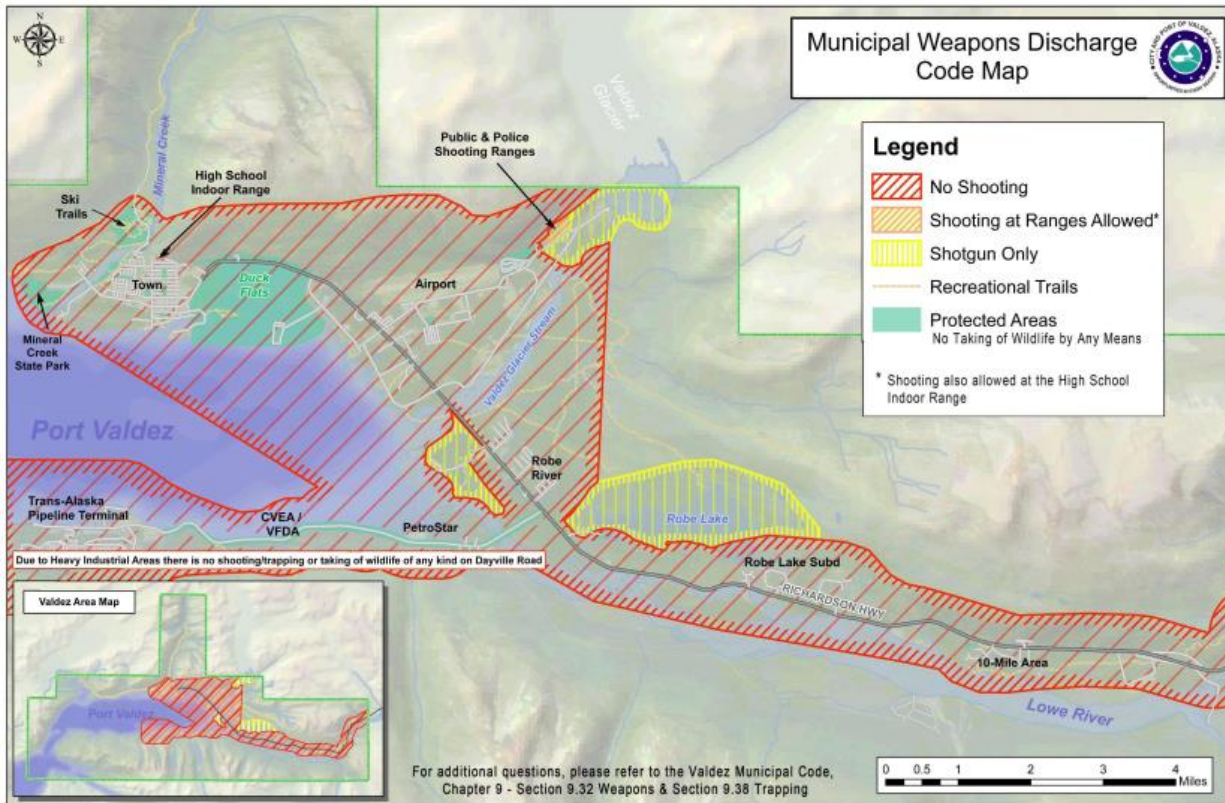
A. No person shall take wildlife by any means within the area known as the Valdez duck flats, which is defined as that area bounded on the east by Mineral Creek Loop Road, on the west by the Richardson Highway, on the south by a line extending from the Valdez Container Terminal to and including Dock Point and on the north by elevation of one thousand feet.

B. No person shall take wildlife by any means within five hundred feet of the cross-country ski trails, located in Mineral Creek Canyon as designated on Exhibit A to Section [12.08.010](#).

C. No person shall take wildlife by any means within the area known as Mineral Creek State Park, which is defined as a fifty-acre parcel known as Tract A-2, ASLS 99-21; and a 91.68-acre portion of U.S. Survey 5113 bounded on the north by Raven Subdivision and Tract A-1, ASLS 79-117, on the east by Tract A-1, ASLS 79-117, on the south by Blueberry Subdivision and Port Valdez, and on the west by Tract A-2, ASLS 99-21.

D. "Take wildlife" means intentionally, knowingly, recklessly, or with criminal negligence pursuing, hunting, fishing, trapping, or in any manner disturbing, capturing, or killing or attempting to pursue, hunt, fish, trap, or in any manner capture or kill fish or game.

E. Upon citation under this section, court appearance is mandatory. (Ord. 17-03 § 1 (part); Ord. 14-06 § 1 (part); Ord. 04-03 § 1 (part); Ord. 98-05 § 1. Formerly 9.32.020)



(Ord. 17-03 § 1 (part); Ord. 14-06 § 1 (part))





## Current Off - Leash Law Areas Map

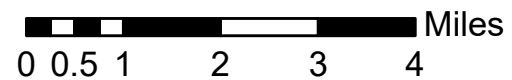
0 0.5 1 2 3 4 Miles



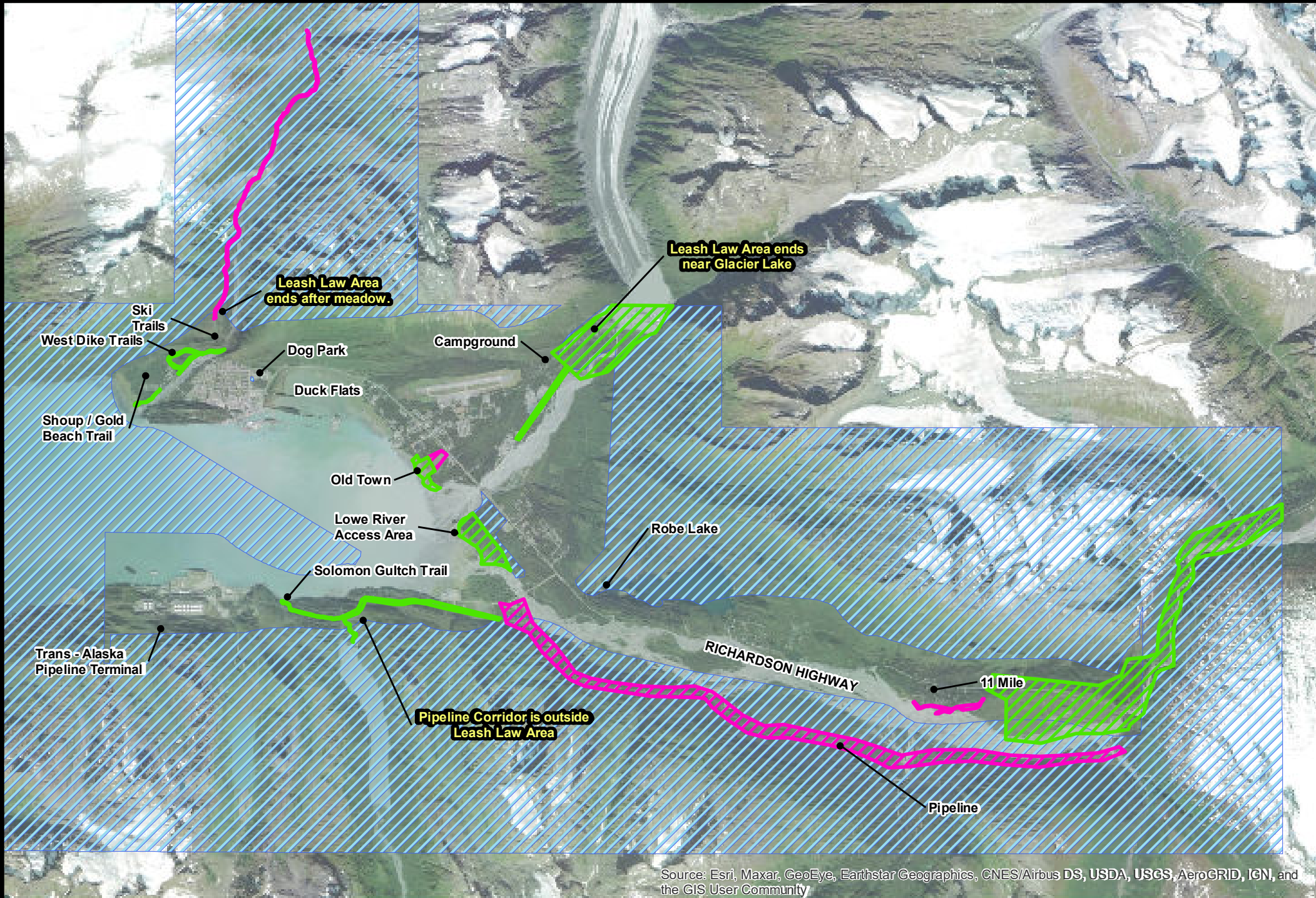




Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





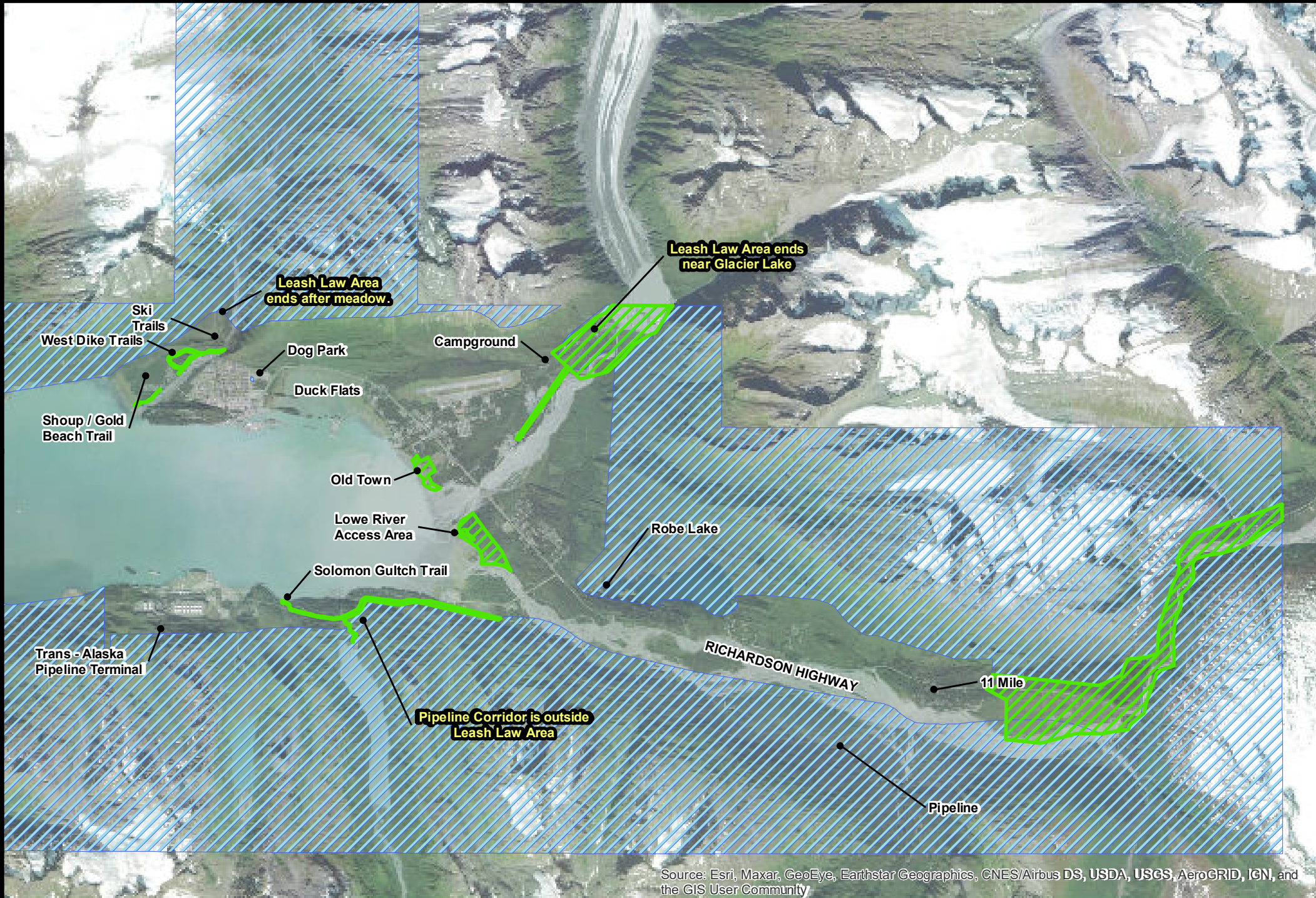


## Additional Off - Leash Law Areas Changes

0 0.5 1 2 3 4 Miles







## Suggested Off - Leash Law Areas Changes

0 0.5 1 2 3 4 Miles





## Legislation Text

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**File #:** RES 21-0028, **Version:** 1

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**ITEM TITLE:**

#21-28 - Amending the 2021 Budget by Accepting \$177,639.29 in Unbudgeted Revenues, and Appropriating the Same to Qualifying Expenditures Pursuant to the State of Alaska, Department of Health and Social Services COVID-19 Vaccine Administration Grant Award.

**SUBMITTED BY:** Brian Carlson, Finance Director

**FISCAL NOTES:**

Expenditure Required: \$177,639.29

Unencumbered Balance: \$177,639.29

Funding Source: State grant award; 352.8540.33442 (SOA DPH-EOC Covid-19 Grant Revenue), 352.8300.55000 (Incident Management Reserve), Activity Code 50400 (SOA DPH Covid-19 Grant Expenditures)

**RECOMMENDATION:**

Approve Resolution #21-28.

**SUMMARY STATEMENT:**

- This resolution recognizes approximately \$177K in revenues awarded by the State of Alaska for Covid/vaccination-related costs.
- There is no match requirement.
- The award is memorialized via MOA (attached).

CITY OF VALDEZ, ALASKA

RESOLUTION #21-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2021 BUDGET BY ACCEPTING \$177,639.29 IN UNBUDGETED REVENUES, AND APPROPRIATING THE SAME TO QUALIFYING EXPENDITURES PURSUANT TO THE STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES COVID-19 VACCINE ADMINISTRATION GRANT AWARD

WHEREAS, the City of Valdez has been awarded a grant from the State of Alaska to defray COVID-19 vaccine-related costs; and

WHEREAS, staff has reviewed and agrees to the guidance pertaining to this award grant, and advises City Council to accept the grant funds on this basis; and

WHEREAS, management has identified City Council approved and prioritized expenditures that qualify for the referenced grant award; and

WHEREAS, budget amendments must be formally appropriated via Budget Amendment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that the 2021 City Budget is revised as follows:

Section 1: SOA DPH-EOC Covid-19 Grant Revenue, 352.8540.33442, is increased by \$177,639.29.

Section 2: SOA DPH Covid-19 Grant Expenditures, Activity 50400 is increased by \$177,639.29.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 20<sup>th</sup> day of July, 2021.

City of Valdez, Alaska

---

Sharon Scheidt, Mayor

ATTEST:

---

Sheri L. Pierce, MMC, City Clerk



THE STATE  
*of* **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Health and Social Services

FINANCE AND MANAGEMENT SERVICES  
Juneau Office

P.O. Box 110650  
Juneau, Alaska 99811-0650  
Main: 907.465.3082  
Fax: 907.465.2499

**Memorandum of Agreement Between**  
**State of Alaska - Department of Health and Social Services**  
**Division of Public Health – COVID-19 Emergency Operations Center (DPH-EOC)**  
**- and -**  
**City of Valdez**  
**C0621-570-GG**

**I. PURPOSE AND SCOPE**

The purpose of this MOA is to provide funding to government entities to implement community-driven strategies that support COVID-19 related activities. These activities include improving efforts and increase access to COVID-19 testing in the community, building capacity to increase access to COVID-19 vaccine in the community, and implementing strategies that decrease health inequities, as well as other COVID-19 related recovery and prevention strategies.

**II. THE DPH AGREES TO:**

Provide support to the community on COVID-19 vaccine administration, testing, and other COVID-19 related activities. The COVID-19 EOC Team is available to consult and provide technical assistance to government entities and to pre-approved pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

**III. THE MOA RECIPIENTS NAME TO:**

Provide expanded COVID-19 testing capacity, purchase COVID-19 related testing supplies, and provide expanded COVID-19 vaccine administration with pass-through funding to Valdez Medical Clinic and AlfaDoc.

Recipient must establish/maintain/provide electronic reporting of SARS-CoV2/COVID-19 laboratory data to CDC daily per the guidance provided by CDC (e.g., CELR). This includes all testing (e.g., positive/negative, PCR, Point-of-Care, etc.) and complete data elements (e.g., race/ethnicity).

Any additional activities not specifically stated in this MOA must be approved by the COVID-19 EOC Team prior to those activities occurring.

IV. JOINT RESPONSIBILITIES:

Both parties will make a good faith effort to communicate about any issues that might arise that will impact the timeliness of activities, reporting, or payment.

V. PERIOD OF AGREEMENT AND TERMINATION:

This agreement will terminate on March 31, 2022 and receipts must be for activities prior to this date. Funds are intended to be used to support staff time (including overtime), supplies, and other materials as needed to support COVID-19 related activities.

VI. TERMS OF PAYMENT

The State agrees to pay the City of Valdez up to \$177,639.29 over the term of this agreement.

The Recipient will submit monthly invoices detailing services performed in accordance with APPENDIX A (provided separately).

The invoice must:

- reference the recipient's name, address and phone number
- reference the contract number: C0621-570-GG
- include an invoice number
- Reference the Alaska Division of Public Health – COVID-19 EOC Team

Failure to include the required information on invoices may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director. The Recipient shall submit final invoices to the address specified below no later than 30 days after March 31, 2022.

Email invoices to:

[covidadmin@alaska.gov](mailto:covidadmin@alaska.gov)

(please reference *Community MOA Reimbursement Request* in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that The State shall withhold reimbursement at any time the recipient fails to comply with the terms of the MOA.

VII. GRANT COMPLIANCE FROM THE FEDERAL NOTICE OF GRANT AWARD

- CFDA Number 93.323, U.S. Department of Health and Human Services, Epidemiology and Laboratory Capacity for Infection and Control of Emerging Infections Diseases
- Recipients must comply with the Terms and Conditions of this award and all Code of Federal Regulations.
- Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government

in the implementation and enforcement of federal orders related to quarantine and isolation.

- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group. This includes, but is not limited to, immigration status, criminal history, incarceration, or homelessness. To this end, and to help achieve the public health imperative of widespread herd immunity to COVID-19, Recipient must administer or distribute vaccine to any and all individuals within a prioritized group in the same timeframe, taking into account available vaccine doses. For example, if meatpacking plant workers are a prioritized group, then all workers in that group, including undocumented immigrants, must be vaccinated to help assure that the plant is in a position to safely resume essential functions. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

#### **Unallowable Costs:**

- Resources or activities funded by another HSS Contract, grant, or MOA
- Purchase of vehicles
- Reimbursement of pre-award costs
- Research
- Indirect costs associated with the award
- Food and/or water
- Hospital bill or insurance claims
- Clinical care
- Publicity and propaganda (lobbying):
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
  - All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.



## VIII. CONTACT INFORMATION

DPH-EOC primary point of contact: Marie Jackman  
Division of Public Health, COVID Public Health Specialist  
3601 C Street, Suite 722  
Anchorage AK 99503  
Office: 907-744-7297  
Email: [marie.jackman@alaska.gov](mailto:marie.jackman@alaska.gov)

City of Valdez primary point of contact: Mark Detter  
City of Valdez, City Manager  
Office: 907-834-3406  
Email: [mdetter@valdezak.gov](mailto:mdetter@valdezak.gov)


City of Valdez finance contact: Brian Carlson  
City of Valdez, Finance Director  
Office: 907-834-3475  
Email: [bcarlson@valdezak.gov](mailto:bcarlson@valdezak.gov)

City of Valdez additional contact: Bart Hinkle  
City of Valdez, Police Chief  
Office: 907-835-4560  
Email: [bhinkle@valdezak.gov](mailto:bhinkle@valdezak.gov)

## VII. SIGNATURES

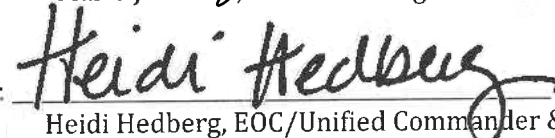
By signature of the below, both parties agree to the terms of this MOA.

### City of Valdez

By:  Date: 4/27/21  
Mark Detter, City Manager, City of Valdez

### State of Alaska

By:  Date: 4/27/2021  
Marie Jackman, DPH-EOC Program Contact

By:  Date: 05/04/2021  
Heidi Hedberg, EOC/Unified Commander & DPH Director

By:  Date: 4/29/2021  
Jason Grove, Procurement Manager



## Legislation Text

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**File #:** 21-0379, **Version:** 1

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**ITEM TITLE:**

Fire/EMS Department Comprehensive Operations Assessment-Citygate Associates, LLC

**SUBMITTED BY:** Mark Detter, City Manager/Tracy Raynor, Fire Chief

**FISCAL NOTES:**

Expenditure Required: \$59,798

Unencumbered Balance: (\$-9,798)

Funding Source: 001-3200-43200

**RECOMMENDATION:**

Receive and File

**SUMMARY STATEMENT:**

During the 2021 Budget City Council expressed interests in the long term resource needs of the Fire Department, including expenditures related to manpower and equipment. Chief Raynor budgeted \$50,000 for operations assessment from an outside party. Late winter/early spring of 2021, an RFP was sent out to 6 consulting firms soliciting proposals to perform such operations assessment.

Three professional fire consulting groups responded. Citygate Associates, LLC of Folsom, CA, Emergency Services Consulting International of Wilsonville, OR, and the Center For Public Safety Management (ICMA affiliated consultant), LLC of Washington, DC. A selection committee comprised of the Fire Chief, Police Chief, City Manager, Finance Director, and Assistant City Manager/Capital Facilities Director reviewed the three proposals. The firms were evaluated primarily based on experience of the firm, understanding of Valdez, and preparation of proposal. The 3 firms interviewed via GOTOMEETING. While the decision was close, CityGate was selected after extensive discussion of the committee with Emergency Services Consulting International a close second.

The attached contract shows Citygate commitment to visit Valdez and focus on the following areas of operations:

- Manpower and scheduling, including Fire Marshall/Inspection and fire training needs.
- Equipment needs of the department.
- Call volumes and unique needs of Valdez Fire/EMS.
- Fire Dispatch needs.

The consultant should be visiting Valdez in late July or early August to begin their assessment. The additional \$9,798 for the project will come from Administration Contingency.



# PROPOSAL TO PERFORM A FIRE/EMS DEPARTMENT COMPREHENSIVE OPERATIONS ASSESSMENT

## CITY OF VALDEZ, AK

JUNE 1, 2021



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

June 1, 2021

Mark Detter, City Manager  
City of Valdez  
212 Chenega Avenue  
PO Box 307  
Valdez, AK 99686  
[mdetter@valdezak.gov](mailto:mdetter@valdezak.gov)

**RE: PROPOSAL TO CONDUCT A FIRE/EMS DEPARTMENT COMPREHENSIVE OPERATIONS  
ASSESSMENT FOR THE CITY OF VALDEZ**

Dear Mr. Detter:

Citygate Associates, LLC (Citygate) is pleased to present this proposal to perform a comprehensive Fire/EMS Department (Department) operations assessment for the City of Valdez (City). This introductory letter explains why Citygate is the most experienced and reliable fire department deployment assessment consultancy in the Western United States, period! While we have served large clients, we want the City to take note that we also serve many smaller agencies and our proposed team members started their careers as volunteers. Many times, smaller agencies, in unique settings, have the most challenging constraints and therefore are the most interesting to us professionally. We are proposing on your project for this very reason; your project poses a unique challenge that requires outside experience to leverage your possibilities.

***CITYGATE EXPERIENCE***

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Our qualifications to perform your assessment are exceptional. Over the last 19 years, Citygate's Public Safety Practice Principal, Chief Stewart Gary, and his team of subject matter specialists have performed well over 400 fire service studies across the United States. Citygate is routinely selected for agencies needing leading-edge solutions fitting a complex set of challenges and risks. While your scope of work is for the City, we understand your close relationship with the Trans-Alaska Pipeline System (TAPS) Marine Terminal. Our fire and EMS analysis methods have successfully been leveraged for the

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

**-Former San Diego County CAO**

Port of Long Beach (CA), Port of Los Angeles (CA), San Diego Harbor (CA), Port Corpus Christi (TX), Maui County (HI), and suburban aviation airports. We have been challenged time and again with the most complicated deployment problems in the United States.

Expanding on our port experience, we conducted a comprehensive risk assessment and firefighting capability analysis for the Port of Corpus Christi, TX, the third largest port in the United States, based on total revenue tonnage, and the second largest exporter of crude oil. We conducted a similar risk assessment and deployment analysis for the Port of Long Beach, the second-busiest container seaport in the United States, handling trade valued at \$170 billion annually and receiving much of the TAPS exports.

We also have experience with multiple stakeholder studies. We were the vendor selected in 2019 in a very short time frame by the County of Los Angeles Chief Executive Officer to conduct the Woolsey Fire Disaster After Action Report. Citygate's experience also includes all-volunteer departments and combination paid-career/volunteer/paid-on-call service models, similar to the City's. Our experience with such departments spans the country, from Anacortes, WA, to Mont Belvieu, TX, to Woodbury, MN.

### **PROJECT TEAM KEY STRENGTHS**

---

Chief Stewart Gary, who will direct this project, was the lead author on the second through fourth editions of the manual for the Standards of Coverage systems approach to deployment for the Commission on Fire Accreditation International. Assisting Chief Gary is Chief Samuel Mazza, has been a leader and instructor in risk assessment methods both for Citygate and the National Fire Academy, along with leading multiple deployment, staffing, and strategic/master planning projects for Citygate. Citygate has also partnered with Michael Fay, the creator of StatsFD™, for incident statistical analysis for more than 15 years.

Why is this experience critical? We do not deliver pre-determined reports and will not employ junior staff or staff lacking public agency experience to lower our costs and deliver high-volume, low-cost, low-quality work.

### **CITYGATE'S SCOPE AND COST OPTIONS FOR VALDEZ**

---

We have taken notice of the very unique issues in protecting Valdez within serious environmental and economic constraints. Our scope and pricing reflect what we believe is asked for in the City's Request for Proposals. However, we feel some of your requested scope elements could be unnecessary and are more suited for an agency in the lower 48 states that is not already as planned-for as Valdez. The City has a commendable fire station and apparatus plan as well as a recent 2019 Multi-Hazard Mitigation Plan to leverage. We have practiced in unique circumstances such as Maui County, Hawaii, mega ports, and isolated areas where national "standards" do not always fit. Such situations require outside-the-box thinking to craft solutions within the local construct.

In reviewing information to prepare this proposal, we noted that given land, soil, and drainage constraints among others, the City cannot likely grow enough to provide a tax base apart from TAPS to fund urban services in the near future. The City's property tax of \$44.6 million represents 90 percent of General Fund revenues and 80 percent of Citywide revenues. Of that, 90 percent of the property tax revenue is attributable to the TAPS Marine Terminal and other oil and gas properties. Of near-term interest, is that the current valuation of TAPS is only fixed through 2025, pursuant to an agreement established in 2016, and renewed again in 2020. These agreements are under stress at the state legislature and corporate levels.

Your fact set combines to suggest that the City needs to continue to operate a "combination" fire department within your economy and the ages of a likely volunteer/part-time workforce. While TAPS could have a long operating life, we observed the decline in annual flow since 2012, consistent with worldwide changes in oil production and transportation alternatives. Production is changing, such as shale oil and new discoveries in Texas, which are turning Corpus Christi into an exporter using Very Large Crude Carriers (VLCCs) that were not even envisioned five years ago. Times change, and the City's long-term economic forecast is a critical component of its fire services review.

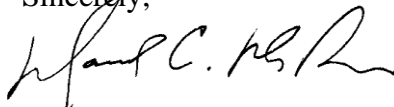
With the City's concurrence, we would suggest working with us to scope the essential outside peer advice you need to build sustainable strategies. We suggest focusing on a sustainable initial response workforce and solutions for surging trained staffing to large events, more so when isolated by weather, and determining the preventive mitigations that can continue to be grown.

Citygate is an independent company, not co-owned or under the control of any professional or standards-setting organization in fire services or government management. We believe this makes Citygate increasingly unique and, as such, allows us to provide the most neutral, best practice advice available fitting your local needs.

\* \* \*

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

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Project Team

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## SECTION 1—PROJECT TEAM AND FIRM EXPERIENCE

*Proposal organization note: Citygate’s proposal was organized into three sections to align with the three evaluation criteria identified in the City of Valdez’s Request for Proposals (RFP).*

### 1.1 FIRM PROFILE

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Citygate Associates, LLC (Citygate) was established on January 1, 1990. Our Public Safety practice conducts deployment and station location analyses, master and strategic plans, risk assessment studies, consolidation feasibility analyses, organizational studies, performance audits, staffing studies, and GIS for local government agencies throughout the United States.

Citygate also provides services in general management consulting, community development, strategic planning, organizational development, animal services, leadership development, and character-based human capital solutions.

Citygate predominantly hires consultants who have more than 25 years of executive public sector experience, hold a master- or doctoral-level degree, and are regarded as leaders in their respective fields. The firm currently employs over 30 full- and part-time consultants with expertise across the full array of local government functions, particularly fire and emergency services. This is what sets the Citygate team apart. As current and recent practicing professionals in fire services and public administration, the City of Valdez (City) and Fire/EMS Department (Department) are, in effect, getting the experience of an external “seasoned department head team,” not the opinions of junior staff members or consultants who have spent little time on the frontlines managing in local government.

### 1.2 CITYGATE’S UNIQUE PUBLIC SAFETY SPECIALIZATION

---

Citygate remains on the leading edge of analytic tools as the Standards of Cover (SOC) fire and EMS deployment thought process leader. Our Public Safety Principal, Chief Stewart Gary, co-wrote and edited the first three SOC manuals for the CFAI and Citygate is the first (and likely still the only) consultancy in the nation to utilize

*Our Public Safety Principal, Chief Stewart Gary, co-wrote and edited the first three SOC manuals for the Commission on Fire Accreditation International.*

advanced traffic congestion data from which to model rush-hour impacted fire apparatus travel times. This is the same data used to display traffic congestion on mobile devices by coloring road networks green, yellow, and red. We have successfully used this tool for clients such as the cities

of San Diego, San Jose, Sacramento, the Orange County Fire Authority (currently), the Ventura County Fire Protection District, and many more.

Our methodology leadership is not limited to deployment; our fiscal and alternative service delivery acumen is also unparalleled. Citygate is the most relied upon firm to assist with fire department consolidation and Joint Powers Authority (JPA) feasibility; we have conducted more than 35 such assessments. We have assessed the feasibility of a police/fire JPA, the first JPA of its kind, and Citygate's Public Safety Principal, Chief Stewart Gary, was awarded the Helen Putnam Award of Excellence and Innovation by the League of California Cities for his successful consolidation of the Livermore and Pleasanton Fire Departments. More information regarding this prestigious honor for innovation can be found here: <http://www.helenputnam.org/>.

Citygate's ability to help fire departments quantitatively improve service delivery is also evidenced by Citygate's Fast Response Squad (FRS) innovation for the City of San Diego. In a situation hindered by fiscal constraints and difficult-to-serve areas, the interim approach, developed by Project Team members assigned to this project, is reported to have improved response times by 30 percent in a pilot program, urging the mayor and community to expand the effective, innovative effort.

In addition, Citygate has a decades-long understanding of crude oil transportation and port protection services starting with the Port of Long Beach and its receiving terminal for Very Large Crude Carriers (VLCCs) from Valdez, to the Port of Corpus Christi, Texas, with its vast port of mostly petroleum-based products for both import and export. As needed for risk assessment and cooperative services discussions with the Valdez Marine Terminal, we speak the language and understand petroleum industries' needs.

All of this means that if the City selects Citygate for this important project, it can be confident that the service delivery findings and recommendations it receives will be thoughtful, leading-edge, and will achieve quantitative results.

### **1.3 QUALIFICATIONS AND REFERENCES**

---

Following is a small selection of recent Citygate projects with a scope of services similar to that requested in the City's Request for Proposals (RFP), demonstrating Citygate's stellar experience to perform these services. Reference contact information is provided for the first five projects listed. Members of Citygate's proposed Project Team that served on these projects are highlighted at the end of each project description.

*In just the last five years, Citygate has completed or is currently performing over 100 fire and EMS studies.*

As the City will learn from our references, Citygate has an outstanding track record with our clients, and many repeatedly utilize Citygate's capabilities. As a County of San Diego former CAO

stated: “We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.” (You may watch the video clip at this link: [www.citygateassociates.com/sdcountyvideo](http://www.citygateassociates.com/sdcountyvideo).) When Citygate commits to a client, we commit to that client’s long-term success, far beyond the scope of the initial project. We strongly encourage the City to contact any of our project references—they are *golden*.

For a more detailed list of Citygate’s fire services projects, please visit our website at [www.citygateassociates.com/fireexperience](http://www.citygateassociates.com/fireexperience).

**Port of Corpus Christ, TX – Marine Firefighting Risk and Response Assets Analysis**

Citygate conducted a marine firefighting risk and response assets analysis for the Port of Corpus Christi, the third largest port in the United States, based on total revenue tonnage, and the second largest exporter of crude oil. This study reviewed the risks to be protected on and from the waterside areas of the Port, the emergency incident outcomes that are likely needed for business economics, and critical national infrastructure considerations compared to the Port’s current emergency response plans and assets provided today. If there was a gap of tolerated risk outcomes to current emergency service response capabilities, Citygate recommended solutions for the Port to close or reduce any identified fire protection gap(s) based on a review of other similar ports’ activities, national best practices, and port fire protection experience. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; and David DeRoos, Project Oversight.

*Contact: Sean Strawbridge, Chief Executive Officer*

*Email: [sstrawbridge@pocca.com](mailto:sstrawbridge@pocca.com)*

*Phone: (361) 882-5633*

*Address: 222 Power Street, Corpus Christi, TX 78401*

**Orange County Fire Authority, CA – Service Level Assessment of Field Deployment Services**

As part of a Master Services Agreement with the Orange County Fire Authority (OCFA), wherein Citygate was recently retained to provide seven as-needed organizational service level assessments of operations for OCFA’s major cost centers, Citygate performed a service level assessment of OCFA Field Deployment services. This assessment utilized the Standards of Coverage methodology to assess the response system metrics, review OCFA response measures and tools to local need and best practices and provide advice on internal tools and personnel skill sets to conduct operational performance reviews to best practices internally. The other six assessments, part of the Master Services Agreement, were for the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, the Fleet Services Division, Business Services functions, and the Community Risk Reduction Department. Key personnel from the proposed Project Team included: Stewart Gary, Project



## **City of Valdez, AK**

### **Proposal to Perform a Fire/EMS Department Comprehensive Operations Assessment**

---

Manager; Samuel Mazza, Senior Fire Services Specialist; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

*Contact: Brian Fennessy, Retired San Diego Fire Chief, Current Orange County Fire Authority, Fire Chief*

*Email: [brianfennessy@ocfa.org](mailto:brianfennessy@ocfa.org)*

*Phone: (714) 559-2700*

*Address: 1 Fire Authority Road, Irvine, CA 92602*

### **Chino Valley Independent Fire District, CA – Standards of Coverage Assessment and Master Plan Update**

Citygate conducted a Standards of Coverage assessment and Master Plan update for the Chino Valley Independent Fire District in San Bernardino County, California. This project included a comprehensive community risk assessment, Standards of Coverage analysis, fiscal and staffing analysis, and future needs assessment. Key personnel from the proposed Project Team included: Stewart Gary, Public Safety Principal; Samuel Mazza, Project Manager; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

*Contact: Tim Shackelford, Fire Chief*

*Email: [tshackelford@chofire.org](mailto:tshackelford@chofire.org)*

*Phone: (909) 902-5260*

*Address: 14011 City Center Drive, Chino Hills, CA 91709*

### **City of Eagan, MN – Staffing, Emergency Medical Services, and Response Times Study**

Citygate completed a staffing, emergency medical services, and response times study for the City of Eagan, Minnesota. The City desired a performance review of the current delivery of all Fire Department services, analysis of current staffing and response times delivered by the existing combination paid career/volunteer service model, development of a roadmap for a future staffing model, emergency medical services response options for the community, and an analysis of response times compared to relevant standards and/or similar departments. Eagan was faced with the reality of decreased availability and retention of paid-on-call firefighters. This reality is the result of changes in America that cannot be avoided. Our recommendations helped the City identify a path forward to sustainable and reliable fire protection. Citygate's Final Report was enthusiastically received by Fire Department and City personnel. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

## **City of Valdez, AK**

### **Proposal to Perform a Fire/EMS Department Comprehensive Operations Assessment**

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*Contact: Mike Scott, Fire Chief*

*Email: [mscott@cityofeagan.com](mailto:mscott@cityofeagan.com)*

*Phone: (651) 675-5901*

*Address: 1001 Station Trail, Eagan, MN 55123*

### **City of Andover Fire and Rescue Department, KS – Fire Protection and Paramedic Services Master Plan**

Citygate completed a comprehensive analysis of the City of Andover's fire services to develop a fire protection and paramedic services Master Plan, including a Standards of Coverage study, with strategic options for short-, mid-, and long-term service delivery. The review included an evaluation of the City's volunteer firefighting force, as the City utilizes a cadre of volunteer firefighters to respond to the fire station for assignment during a structure fire. The review also included an assessment of the Department's administrative and headquarters functions including responsibilities and workflow for administration, prevention, training, and EMS functions. Finally, the review included an assessment of the location, condition, and space allocation of the City's Fire Department. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

*Contact: Chad Russell, Fire Chief*

*Email: [crussell@andoverks.com](mailto:crussell@andoverks.com)*

*Phone: (316) 733-1863*

*Address: 1609 East Central Avenue, Andover, KS 67002*

### **Port of Long Beach, CA – Firefighting Assets Multi-Hazard Risk Assessment Study Professional Services**

Citygate completed a high-level review of existing firefighting and multi-hazard risk analysis data, response capabilities, and future needs in the Port of Long Beach operational area for Port assets managed by the City of Long Beach Fire Department, including locations of ground-based fire stations and waterborne fireboats. The Port Commission received the study, complimented it, and asked staff for an implementation plan. The Port has adopted the fireboat and fire station replacement recommendations from the study. Key personnel from the proposed Project Team included: Stewart Gary, Project Manager; and David DeRoos, Project Oversight.

### **Ports of Los Angeles and Long Beach, CA – Marine and Specialty Fire Services Assessment Study**

Citygate conducted a marine and specialty fire services assessment study for the Ports of Los Angeles and Long Beach to review existing marine protective services and specialty firefighting resources in the combined port area. Key personnel from the proposed Project Team included: Stewart Gary, Project Manager; and David DeRoos, Project Oversight.

**Maui County, HI – Performance and Fiscal Audit of the Department of Fire and Public Safety**

Citygate completed a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii. This study was specifically designed to analyze the County’s current budgeted resource capacity and the utilization and allocation of those resources, and it provided recommendations for resource utility to ensure the County has the right resources performing the right services to allow the County to effectively achieve its strategic objective of providing a safe community for its residents. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Samuel Mazza, Senior Fire Services Specialist; and David DeRoos, Project Oversight.

**Los Angeles County, CA – After Action Review of the Woolsey Fire Incident**

Citygate assisted the Los Angeles County Office of Emergency Management in preparing a comprehensive and neutral external After Action Review (AAR) of the Woolsey Fire Incident on behalf of the County and inclusive of the major agencies that interacted with and assisted the County during the historic event. This AAR was completed over 11 months, incorporating all the best practice elements as recommended by the California Governor’s Office of Emergency Services. The County’s Woolsey Task Force and Board of Supervisors unanimously accepted Citygate’s Woolsey Fire AAR Final Report. The Board also passed a motion to retain Citygate for implementation support related to the report’s recommendations—specifically, the development, implementation, and monitoring of an After Action Plan (AAP). Key personnel from the proposed Project Team included: Stewart Gary, Project Manager; Samuel Mazza, Deputy Project Manager; and David DeRoos, Project Oversight.

**PG&E – Fire and EMS Impacts Analysis**

Citygate was retained by PG&E to independently assess the fire and emergency medical services impacts to the Maxwell Fire Protection District (MFPD) from the Colusa Power Generation Facility under construction. Citygate reviewed the potential for hazards at PG&E’s Colusa Power Generation Facility (CPGF) and the engineered systems that will mitigate those hazards. This included fire protection, hazardous materials, and personnel injury hazards. Citygate also reviewed CPGF operations staffing, training in emergency response, personal protective requirements, operating and maintenance safety procedures, and emergency response procedures related to the potential hazards, as well as the Risk Management Plans that have been prepared and submitted for agency approval. Citygate also identified the risk of impact on the local population that could result from potential unmitigated impacts on local fire protection services caused by construction and operation of the facility when multiple events occur that require simultaneous fire department response. We also identified other potential emergency response support in the area that may mitigate impacts to the MFPD.

Key personnel from the proposed Project Team included: Stewart Gary, Project Director; and David DeRoos, Project Oversight.

**City of Woodbury, MN – Public Safety Staffing Study**

Citygate conducted a public safety staffing study for the City of Woodbury, Minnesota, to entail a fire services Standards of Coverage and headquarters assessment and a police, fire, and emergency medical services integrated analysis overview. Key personnel from the proposed Project Team included: Stewart

*“We looked at a lot of firms and we picked Citygate because we knew they wouldn’t tell us just what we wanted to hear but what we needed to hear.”*

**—Lee Vague, Public Safety Director & Police Chief, Woodbury, MN**

Gary, Project Director; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

**City of Bloomington, MN – Fire Department Service Evaluation**

Citygate conducted a Standards of Coverage assessment for the Bloomington Fire Department, including an analysis of the services provided by the Department, an examination of the effectiveness of inter-jurisdictional response, an assessment of the community risks, a review of historical fire service system performance, and the provision of fire and EMS response performance goals. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Samuel Mazza, Senior Fire Services Specialist; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

**City of Pearland, TX – Standards of Coverage and Staffing Utilization Study**

Citygate completed a Standards of Coverage and staffing utilization study for the City of Pearland, Texas. The study was conducted to help determine how to best staff and equip the Department to meet its mission in light of rapid and anticipated continued growth. The City desired a performance review of the current delivery of all Fire Department services, as well as recommendations to ensure service delivery meets current best practices. The Final Report was received by the City Council with great support and positivity, as the Council unanimously voted in favor of implementing all Citygate’s recommendations. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

**City of Minneapolis, MN – Fire Station Location and Staffing Study**

Citygate conducted a review of the current arrangement for fire protection services within the City of Minneapolis, including a review of existing City Fire Department performance expectations for Citywide fire station, staffing, and apparatus needs. This project included assistance with the purchase and implementation of the FireView™ deployment analysis software program, with

coaching and advising Fire Department staff in deployment analysis. The culmination of the study effort was a written report with statistical and map-based exhibits justifying fire services deployment based on the risks and community expectations in Minneapolis. Key personnel from the proposed Project Team included: Stewart Gary, Project Director; Michael Fay, Statistical Specialist; and David DeRoos, Project Oversight.

### **1.3.1 Citygate Client Summary**

In addition to the related studies described previously, following is a list of additional SOC/deployment studies, master/strategic plans, consolidation projects, and general projects Citygate has completed.

#### ***Master/Strategic Plans***

- |  |   |
|--|---|
| ◆ City of Anacortes, WA                        | ◆ Mountain House CSD, CA                  |
| ◆ City of Andover, KS                          | ◆ City of Mukilteo, WA                    |
| ◆ Aptos/La Selva FPD, CA                       | ◆ City of Napa, CA                        |
| ◆ City of Atwater, CA                          | ◆ Napa County, CA                         |
| ◆ City of Belmont, CA                          | ◆ City of Newark, CA                      |
| ◆ City of Beverly Hills, CA                    | ◆ City of Oakdale / Oakdale Rural FPD, CA |
| ◆ Butte County, CA                             | ◆ City of Oceanside, CA                   |
| ◆ City of Carlsbad, CA                         | ◆ City of Orange, CA                      |
| ◆ Clark County FPD No. 6, WA                   | ◆ City of Peoria, AZ                      |
| ◆ City of Corona, CA                           | ◆ Presidio Trust, CA                      |
| ◆ Cosumnes CSD, CA                             | ◆ Port of Long Beach, CA                  |
| ◆ City of Dixon, CA                            | ◆ Port of Los Angeles, CA                 |
| ◆ City of DuPont, WA                           | ◆ Rock Creek Rural FPD, ID                |
| ◆ East Contra Costa County FPD, CA             | ◆ Salida FPD, CA                          |
| ◆ El Dorado Hills Fire District, CA            | ◆ Salton CSD, CA                          |
| ◆ Fresno County, CA                            | ◆ City of San Luis Obispo, CA             |
| ◆ Groveland Community Services District, CA    | ◆ City of Santa Monica, CA                |
| ◆ Lakeside FPD, CA                             | ◆ City of Soledad, CA                     |
| ◆ Los Angeles Area Fire Chiefs Association, CA | ◆ City of Surprise, AZ                    |
| ◆ Los Angeles County, CA                       | ◆ Travis County ESD #6, TX                |
| ◆ Madera County, CA                            | ◆ Town of Windsor, CA                     |
| ◆ City of Mont Belvieu, TX                     | ◆ University of California, Davis         |
| ◆ Monterey County, CA                          | ◆ University of California, Merced        |
|  | ◆ City of Yucaipa, CA                     |

***Fire Standards of Coverage / Deployment Studies***

- ◆ City of Alameda, CA
- ◆ Alameda County, CA
- ◆ Alameda County Fire Department, CA
- ◆ City of Bakersfield, CA
- ◆ City of Bloomington, MN
- ◆ City of Brentwood, CA
- ◆ City of Calexico, CA
- ◆ City of Carlsbad, CA
- ◆ Carpinteria-Summerland FPD, CA
- ◆ Central FPD of Santa Cruz County, CA
- ◆ Chino Valley Fire District, CA
- ◆ City of Cleveland, OH
- ◆ Coastsides FPD, CA
- ◆ City of Costa Mesa, CA
- ◆ Cosumnes CSD, CA
- ◆ City of Eagan, MN
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ City of Emeryville, CA
- ◆ City of Enid, OK
- ◆ City of Eureka, CA
- ◆ City of Fairfield, CA
- ◆ City of Folsom, CA
- ◆ City of Fremont, CA
- ◆ City of Georgetown, TX
- ◆ City of Huntington Beach, CA
- ◆ Kings County, CA
- ◆ Lakeside FPD, CA
- ◆ City of Los Angeles, CA
- ◆ Los Angeles County EMS, CA
- ◆ City of Manhattan Beach, CA
- ◆ Marin County, CA
- ◆ Menlo Park FPD, CA
- ◆ City of Merced, CA
- ◆ City of Milpitas, CA
- ◆ City of Minneapolis, MN
- ◆ Missouri City, TX
- ◆ Montecito FPD, CA
- ◆ City of Monterey, CA
- ◆ City of Monterey Park, CA
- ◆ City of Morgan Hill and Partners, CA
- ◆ City of Mountain View, CA
- ◆ National City, CA
- ◆ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ Novato Fire Protection District, CA
- ◆ City of Oakland, CA
- ◆ City of Ogden, UT
- ◆ City of Orange, CA
- ◆ Orange County Fire Authority, CA
- ◆ City of Orem, UT
- ◆ City of Palm Springs, CA
- ◆ City of Pasadena, CA
- ◆ City of Pearland, TX
- ◆ City of Redlands, CA
- ◆ City of Roseville, CA
- ◆ Ross Valley Fire Department, CA
- ◆ City of Sacramento, CA
- ◆ Sacramento Metropolitan Fire District, CA
- ◆ City of San Bernardino, CA
- ◆ City of San Diego, CA
- ◆ City of San Jose, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of San Marcos, CA
- ◆ City of San Mateo, CA
- ◆ San Mateo County, CA
- ◆ San Ramon Valley FPD, CA
- ◆ Santa Barbara County, CA
- ◆ City of Santa Clara, CA
- ◆ Santa Clara County, CA
- ◆ City of Santa Monica, CA
- ◆ City of Seaside, CA
- ◆ Snohomish County Fire District 1, WA
- ◆ Snohomish County Fire District 4, WA
- ◆ Solano County Local Agency Formation Commission, CA
- ◆ South County Fire Authority, CA
- ◆ Southern Marin FPD, CA
- ◆ South Placer FPD, CA
- ◆ City of South San Francisco, CA
- ◆ South San Mateo County, CA
- ◆ South Santa Clara FPD, CA
- ◆ Stanislaus Consolidated FPD, CA
- ◆ City of Stockton, CA
- ◆ Suisun City, CA
- ◆ City of Sunnyvale, CA
- ◆ City of Tacoma, WA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Valley Center FPD, CA
- ◆ City of Vancouver, WA
- ◆ Ventura County FPD, CA
- ◆ City of Victorville, CA
- ◆ City of Vista, CA
- ◆ City of Woodland, CA
- ◆ Yuba City, CA



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

- ◆ City of Arcata, CA – Fire Services Feasibility Analysis
- ◆ Cities of Brea and Fullerton, CA – Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction
- ◆ Cities of Burlingame, Millbrae, and San Bruno and Town of Hillsborough, CA – Fire Services Merger Technical Implementation
- ◆ City of Covina, CA – Contract-for-Service Analysis
- ◆ Cities of Eagan and Burnsville, MN – Fire Services Merger
- ◆ El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study
- ◆ City of Emeryville, CA – Assessment of Fire Service Provision Options
- ◆ City of Eureka and Humboldt No. 1 FPD, CA – Consolidation or Contract Fire Services Feasibility Analysis
- ◆ City of Greenfield and the Greenfield Fire Protection District, CA – Fire Services Reorganization Study
- ◆ Heartland Communications Facility Authority, CA – Second Phase Merger Feasibility Study
- ◆ City of Hermosa Beach, CA – Analysis of Contract for Fire Services Proposal
- ◆ Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley, CA – Public Safety JPA Feasibility Study
- ◆ Kern County Participating Cities, CA – Fire Services Review
- ◆ Lawrence Livermore National Security (CA) – Fire Consulting Services
- ◆ City of Lodi, CA – Contract for Services Feasibility Analysis
- ◆ Cities of Manhattan Beach and Hermosa Beach, CA – Operational Assessment
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Newark and Union City, CA – Consolidation or ALCO Contract for Services Study
- ◆ Cities of Orange, Fullerton, and Anaheim, CA – Consolidation Feasibility Analysis
- ◆ Cities of Patterson and Newman, and West Stanislaus County FPD, CA – Joint Fire Protection Study
- ◆ City of Pinole, CA – Regional Fire Service Delivery Study
- ◆ Cities of Pismo Beach, Arroyo Grande, and Grover Beach and Oceano CSD, CA – High-Level Consolidation Feasibility Analysis
- ◆ Placer County, CA – Fire Service Consolidation Implementation Plan
- ◆ Presidio Trust and National Park Service (CA) – Fire Services Reorganization
- ◆ City of Ridgecrest, CA – Evaluation of Fire Services Options and Fire Services Contract Assistance
- ◆ City of San Diego Fire-Rescue Department, CA – Ambulance Contract Analysis and System Re-Bid Design
- ◆ San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)
- ◆ City of San Luis Obispo, CA – Police/Fire Dispatch Merger Analysis
- ◆ Cities of San Mateo, Foster City, and Belmont, CA – JPA Workshop
- ◆ City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis
- ◆ City of Sausalito and Southern Marin FPD, CA – Fire Consolidation Implementation Analysis
- ◆ Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance
- ◆ Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan
- ◆ City of Sonoma and Valley of the Moon FPD, CA – Fire Services Reorganization Study
- ◆ City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis
- ◆ South Santa Clara County Area Fire Departments, CA – Reorganization Feasibility Study
- ◆ City of Taft, CA – Evaluation of Fire Services Options and Fire Services Contract Assistance
- ◆ City of Tehachapi, CA – Evaluation of Fire Services Options and Fire Services Contract Assistance
- ◆ UC Davis and Cities of Davis, West Sacramento, and Woodland, CA – Consolidation Feasibility Analysis
- ◆ UC Santa Cruz and City of Santa Cruz, CA – Consolidation Feasibility Analysis
- ◆ City of Ukiah and Ukiah Valley Fire District, CA – Feasibility of Establishing a “District Overlay”
- ◆ City of Victorville, CA – Fire Services Options Review
- ◆ Yuba City, CA – Fire Services Organizational Review
- ◆ Yuba County Valley Floor Agencies, CA – Fire Services Merger Study

**General Studies**

- ◆ Alameda County Health Care Services Agency (CA) – EMS System Consultation Services
- ◆ Alameda County, CA – Union City Fire Station Closure Analysis
- ◆ Alameda County, CA – Incident Management Teams
- ◆ City of Albany, NY – Management Audit
- ◆ City of Alpine Springs, CA – Services Cost Sharing
- ◆ City of Atascadero, CA – Project Impact and Mitigation Assessment
- ◆ Bay Area UASI (CA) – Incident Management Training
- ◆ Cities of Brea and Fullerton, CA – Fire Resource and Ambulance Plan
- ◆ City of Brentwood, CA – Service Costs and Options
- ◆ City of Calistoga, CA – Fire Safety Review
- ◆ Chabot-Las Positas Community College District, CA – Fire Services and EMS Training Facility Review
- ◆ City of Chula Vista, CA – Analysis of Overtime Use; Fiscal and Operational Policy Assistance for ALS Plan
- ◆ City of Cloverdale, CA – Impact Fees
- ◆ Contra Costa County, CA – Financial Review
- ◆ City of Copperopolis, CA – Fire Prevention
- ◆ City of Corona, CA – Fire Prevention
- ◆ City of Costa Mesa, CA – Potential Fire Station #6 Closure Impact Evaluation
- ◆ City of Davis, CA – Operations / Management
- ◆ Donnelly Rural Fire Protection District, ID – Mitigation
- ◆ East Contra Costa Fire Protection District, CA – Mapping Analysis
- ◆ City of El Dorado Hills, CA – Peer Review
- ◆ City of Encinitas, CA – Fire Station Review
- ◆ EMSA – Training Program Development
- ◆ City of Fairfield, CA – Review of the Fire Station Needs for the Fairfield Train Station Specific Plan
- ◆ City of Fremont, CA – Response Statistics; Comprehensive Multi-Discipline Type 3 IMT Training Program
- ◆ City of Glendale, AZ – Public Safety Audit
- ◆ City of Goodyear, AZ – Fire Department Management Audit
- ◆ Hamilton City Fire Protection District, CA – Preliminary Diagnostic Assessment
- ◆ Orange County Fire Authority – Service Level Assessment of the Executive Leadership Team and Human Resources Functions
- ◆ Orange County Fire Authority – Service Level Assessment of the Fleet Services Division
- ◆ City of Paso Robles, CA – Fire Services Review and City Council Workshop
- ◆ City of Patterson, CA – Advance Planning
- ◆ PG&E – Mitigation
- ◆ City of Piedmont, CA – Emergency Operations Center Training
- ◆ Placer County, CA – Fire Services and Revenue Assessment
- ◆ PlumpJack Squaw Valley Inn, CA – Emergency Preparedness and Evacuation Plan Review
- ◆ City of Portland, OR – Public Information Officer Training
- ◆ Port of Long Beach, CA – Mitigation
- ◆ Port of Long Beach, CA – Update of Port Multi-Hazard Firefighting Study
- ◆ Port of Los Angeles, CA – Performance Audit
- ◆ Port of Oakland/City of Oakland – Domain Awareness Center Staffing Plan Development
- ◆ City of Poway, CA – Overtime Audit
- ◆ Rancho Cucamonga Fire District, CA – Fire Services Feasibility Review
- ◆ Rancho Santa Fe Fire Protection District, CA – EMS Operational and Fiscal Feasibility Review
- ◆ City of Roseville, CA – EMS Transport
- ◆ City of Sacramento, CA – Fire Prevention Best Practices
- ◆ Sacramento Metropolitan Airport, CA – Aircraft Rescue and Firefighting Study
- ◆ Sacramento Regional Fire/EMS Communications Center, CA – EMS Data Assessment
- ◆ City of Salinas, CA – Comprehensive Fiscal Feasibility Analysis and Facilitation of the Development of a JPA Governance Agreement
- ◆ Salton CSD, CA – Fire Services Impacts Review
- ◆ City of San Bernardino, CA – Evaluation of City Fire Service Proposals
- ◆ City of San Diego Fire-Rescue Department, CA – Emergency Command and Data Center Staffing Study
- ◆ City of San Diego Fire-Rescue Department, CA – Fire Communications Center and Lifeguard Dispatch Review



## City of Valdez, AK

### Proposal to Perform a Fire/EMS Department Comprehensive Operations Assessment

- ◆ City of Hemet, CA – Costing and Peer Review for Fire Service Alternatives
- ◆ City of Hermosa Beach, CA – Analysis of Los Angeles County Fire District’s Contract for Fire Services Proposals
- ◆ City of Hesperia, CA – Cost Estimate for Hesperia-Provided Fire Services
- ◆ Kelseyville Fire Protection District, CA – Executive Search
- ◆ Kings County, CA – High-Speed Rail Project Impact Analysis
- ◆ Kitsap Public Health District, WA – Emergency Response Plan Review Services
- ◆ City of Loma Linda, CA – Cost of Services
- ◆ Los Angeles County, CA – After-Action Review of Woolsey Fire Incident
- ◆ Los Angeles County, CA – Fire Services Impact Review
- ◆ Madera County, CA – Fire Station Siting Analysis
- ◆ City of Manhattan Beach – Evaluation of Site Options for Fire Station 2
- ◆ Maui County, HI – Fire Audit
- ◆ Menlo Park Fire Protection District – Site Assessments for Fire Stations 3, 4, and 5
- ◆ City of Millbrae, CA – Fire and Police Service Impacts for Millbrae Station Area Plan
- ◆ City of Mill Valley, CA – Fire and Emergency Medical Services Study
- ◆ City of Milpitas, CA – Fire Services Planning Assistance
- ◆ Monterey County, CA – EMS Agency Ambulance Systems Issues Review and Analysis
- ◆ Monterey County, CA – EMS Communications Plan
- ◆ Monterey County, CA – Office of Emergency Services Tabletop Exercise for Elkhorn Slough
- ◆ City of Napa, CA – Mitigation
- ◆ Newark-Union City, CA – Fire Services Alternatives
- ◆ City of North Lake Tahoe, CA – Management Team Workshop
- ◆ Northstar Resort, CA – Fire Impacts and Growth Review
- ◆ Orange County Fire Authority – Service Level Assessment of the Emergency Command Center
- ◆ Orange County Fire Authority – Service Level Assessment of the Emergency Medical Services Department
- ◆ City and County of San Francisco, CA – Incident Management Training
- ◆ City of San Jose, CA – Fire Department Organizational Review
- ◆ San Mateo County, CA – Countywide Fire Service Deployment Measurement System
- ◆ City of Santa Barbara, CA (Airport) – Aircraft Rescue and Firefighting Study
- ◆ Santa Barbara County, CA – EMS Consultation Services
- ◆ City of Santa Clara, CA – Fire Protection Assessment
- ◆ Santa Clara County, CA – Incident Management Training
- ◆ Santa Cruz County, CA – Incident Management Training
- ◆ Town of Scotia Company, LLC – Board Training Workshop
- ◆ Snohomish County Fire District 1, WA – Peak Hour Ambulance Use Study
- ◆ Sonoma LAFCO, CA – Municipal Services Review
- ◆ Southern Marin Emergency Medical Paramedic Services, CA – EMS Resources Deployment Analysis
- ◆ Southern Marin Fire Protection District, CA – Ad Hoc Consulting Services
- ◆ South Monterey County Fire Protection District, CA – Needs Assessment
- ◆ City of South San Francisco, CA – Provision of Station Deployment Coverage GIS Maps
- ◆ Squaw Valley Resort, CA – Assessment of Project Impacts
- ◆ Stanford University, CA – Fire Services System Review Consulting Services
- ◆ Tracy Rural Fire Protection District, CA – Fire Analysis
- ◆ City of West Sacramento, CA – Impact Fees Study
- ◆ Wheatland Fire Authority, CA – Operational Feasibility Review
- ◆ City of Woodland, CA – Fire Station Location Peer Review
- ◆ Yolo LAFCO, CA – Combined MSR/SOI Study
- ◆ City of Yorba Linda, CA – Emergency Operations Center Training
- ◆ Yuba County, CA – Comprehensive Services Delivery and Staffing Review

## 1.4 CITYGATE'S PROJECT TEAM

Citygate's capability for this service can be simply stated: the experience and talents of the Project Team members! Successful results come from Citygate's ability to handle, as necessary, six critical roles in cooperation with the Department's Planning Assessment Team: (1) champion; (2) stakeholder listener; (3) subject matter trainer/expert; (4) meeting facilitator; (5) coach and content expert; and (6) final strategist/advisor.

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

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team know how to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish an agency's objectives.

### 1.4.1 Project Team and Roles

The qualifications of the Project Team are critical as it is the expertise and capabilities of the consultants involved in the project that ultimately determine the success of the project.

Please note that the role of each team member is described in *italics* at the end of their biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of the Project Team include the following experienced consultants:

#### Chief Stewart Gary, MPA, Public Safety Principal



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For the past 14 years, he has

*There is no other consultant in the United States that has conducted more SOC studies, including for so many metropolitan agencies, as Chief Gary.*

been a lead instructor, program content developer and consultant for the Standards of Coverage process. For many years he annually taught a 40-hour course on this systems-based approach for fire deployment at the California Fire Academy, and he teaches and consults across the United States and Canada on the Standards of Coverage process. Over the last 20 years, he has performed over 400 organizational and deployment studies on departments as varied in size as Minneapolis, Minnesota; San Diego, California; San Diego County; the Orange

County Fire Authority; and Los Angeles County. He directed every project, including each port project, described in this proposal.

*Chief Gary will provide overall project direction, assist with the analysis and written work products, review all work products, and participate in all briefings.*

**Chief Samuel Mazza, CFC, CFO, EFO, Senior Fire Services Specialist / Project Manager**



Chief Mazza is a Senior Fire and Emergency Services Specialist with over 40 years of fire service experience. Chief Mazza has been with Citygate for 10 years and has led or participated in more than 70 projects. He is the retired Fire Chief of the City of Monterey, California, where he oversaw a successful consolidation of fire services with the City of Pacific Grove. Prior to his service with Monterey, Chief Mazza spent over 30 years with CAL FIRE in numerous assignments spanning state, county, and fire and special district services. He served as the Incident Commander on a statewide Incident Management Team and continues to serve as a member of the Monterey County Emergency Operations Center staff. Chief Mazza is also a California state Certified Fire Chief, CPSE Chief Fire Officer, Executive Fire Officer, and National Fire Academy instructor. Chief Mazza has led many deployment and master planning projects.

*Chief Mazza will co-lead/conduct all analysis, report writing, and meetings/briefings.*

**Michael Fay, Statistical Specialist**



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

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

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



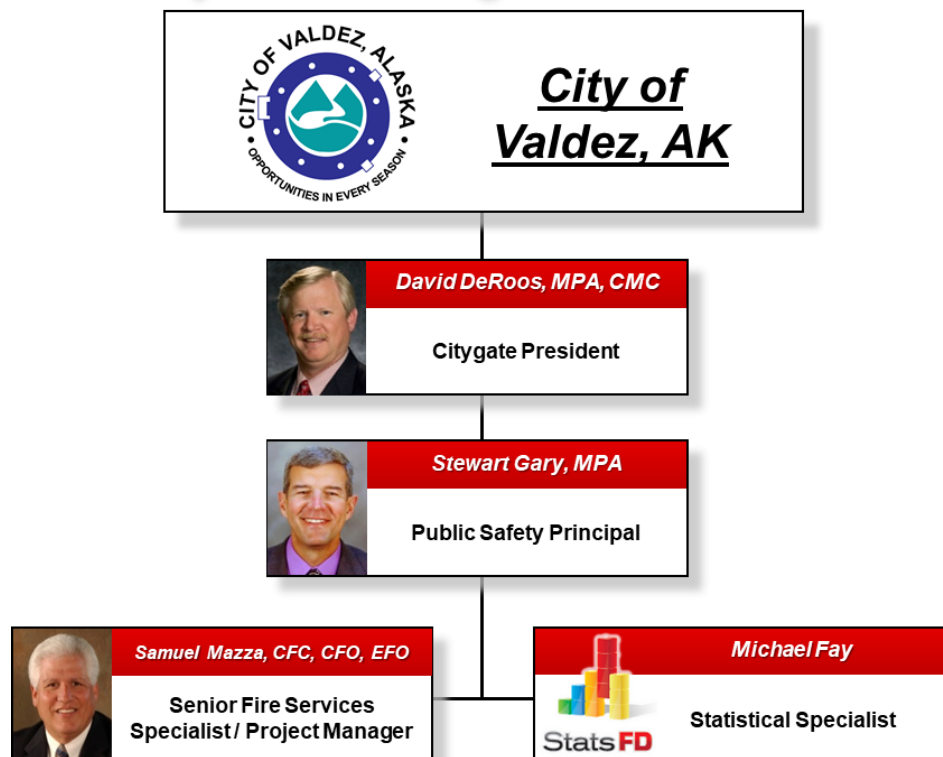
Mr. DeRoos has over 30 years of experience as a consultant to local government, preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California at Davis and holds a Master of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

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

### 1.5 PROJECT TEAM ORGANIZATION CHART

The following is a Project Team organization chart that shows the lines of authority in Citygate's Project Team. Citygate's consultants adhere to the code of ethics approved by the Institute of Management Consultants (IMC) provided in **Appendix A**. Resumes are provided in **Appendix B**.

## Project Team Organization Chart



## **SECTION 2—PROJECT APPROACH AND WORK PLAN**

### **2.1 PROJECT UNDERSTANDING**

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Citygate understands that the City desires a comprehensive operations assessment of the Fire/EMS Department (Department) to assist the City and Department in identifying opportunities to improve the delivery of fire, EMS, and other technical emergency services.

Our assessment will address all the elements in the City’s requested scope of work, including but not limited to:

- ◆ Fire/EMS Department organization
- ◆ Management component
- ◆ Personnel management
- ◆ Staffing levels and minimum recommended qualifications by position classification
- ◆ Capital assets and Capital Improvement Program
- ◆ Community involvement
- ◆ Other City departments’ support
- ◆ Current deployment model and service capacity
- ◆ Training program
- ◆ Fire Prevention / Public Education Program, including inspections
- ◆ Current deployment and performance, including:
  - Demand study
  - Distribution study
  - Concentration study
  - Reliability study
  - Performance summary
- ◆ Future projected service demand

- ◆ Prospective future service delivery models, including:
  - Recommended short- and mid-term strategies for improvements in management, operations, and other functions/services to improve efficiency and/or effectiveness
  - Recommended long-term strategy identifying specific changes to:
    - Facilities or facility deployment
    - Apparatus or equipment
    - Administrative or operational staffing
- ◆ Fiscal analysis of long-term strategies to include both capital and annual operating costs.

## **2.2 KEY STUDY FEATURES**

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Our comprehensive operations assessment will be performed in accordance with the methodology outlined in *Standards of Response Coverage* (fifth and sixth editions) as published by the Commission on Fire Accreditation International (CFAI). The study will also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), the Insurance Services Office (ISO), the CFAI, the Occupational Safety and Health Administration (OSHA), relevant federal and state laws and regulations, and other recognized industry best practices.

In addition to our customary techniques of reviewing agency data and documentation, Citygate also utilizes StatsFD™ software to analyze service demand and incident performance, with results plotted on graphs and charts along with geographic locations in Google Earth.

Citygate's proposal addresses all the City's requested scope elements. Key features of our proposed study include:

- ◆ The single most experienced fire services consultancy; no other firm has a broader or deeper understanding of fire services deployment, risk assessment, and staffing in the context of limited fiscal resources.
- ◆ Deployment analyses fully compliant with the NFPA, the ISO, the CFAI, state and federal mandates/regulation, and Citygate's broad experience with hundreds of departments across the country.
- ◆ Interviews with other City staff, as needed, to understand projected growth and impacts.



- ◆ Regular verbal and written status updates to ensure the project is on time and on budget.
- ◆ In-depth independent findings and recommendations based on data and facts, with likely timing. Citygate's team strength means we can develop specific recommendations *that are implementable and tailored to the local situation*.
- ◆ Presentation of the Final Report to staff, elected officials, and the general public. Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on fire department review efforts by focusing on the inclusion of culture and communications with rigorous analytic methods to build a business case elected officials and agency employees can both understand.

## 2.3 PROPOSED PROJECT WORK PLAN

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Citygate will review the proposed Work Plan and schedule with City and Department leadership prior to initiating any work, and subject to any mutually agreed changes, we will finalize the Work Plan and the accompanying project schedule.

The core methodology used by Citygate in the scope of our deployment analysis work will be that of the Standards of Coverage systems approach to fire department deployment as published by the CFAI. This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the needs of the City.

### 2.3.1 Project Methodology

Citygate will incorporate the following elements of the CFAI Standards of Coverage process for this assessment:

1. Existing Deployment – Citygate's Project Team will understand and describe the history, formation, authority, and general description of the Department and the community it serves; the services provided; and its existing deployment model and performance measures.
2. Community Outcome Expectations – We will review the City's current expectations for fire, EMS, and special hazard responses and will quantify outcome expectations resulting from our stakeholder interviews, as well as common expectations in urban and suburban communities.
3. Community Risk Assessment – Citygate will conduct a community risk assessment to include a description of the values at risk to be protected, the hazards likely to impact the community as they relate to services provided by the Department, the probability of occurrence and likely impact severity by hazard type, and an overall assessment of risk by hazard.

4. Distribution Study – Citygate will evaluate the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different locations for first-due, all-risk units.
5. Concentration Study – We will also evaluate the spacing of existing and proposed fire station locations to provide an appropriate and timely Effective Response Force (ERF) for larger or more complex emergencies.
6. Reliability and Historical Response Effectiveness Studies – Using recent response data and StatsFD™, Citygate will evaluate historical system performance and the percentage of conformance to established response performance goals that the Department’s current deployment system delivers.
7. Overall Deployment Evaluation – Citygate’s Project Team will provide an overall evaluation of the Department’s existing deployment relative to conformance with current performance metrics and recommended best practices for the service area’s values at risk, including what is working well, where improvements are needed, and what new resources are recommended to serve the community through projected build-out.

### **2.3.2 Detailed Project Work Plan**

The following is our detailed project Work Plan comprised of four tasks incorporating all the elements in the City’s RFP. Throughout the entire project duration, we will monitor study progress and completion of tasks, which will include providing monthly written status reports and verbal communications as needed.

As required by the RFP, project meetings and deliverables are described at the end of each task, and a project schedule showing the timing of all meetings and deliverables is shown at the end of Section 2. Methods of public outreach and stakeholder coordination are identified in Task 1. In our cost section to follow (Section 3), we also present the costs of conducting two of our meetings on-site.

#### **Task 1: Initiate and Manage Study**

##### **Subtasks:**

##### **1.1 Obtain and Review Relevant Background Data and Information**

At the start of the project, we will develop and submit a list of requested data and information relevant to this study, including the City General Plan, growth forecasts, any appropriate prior studies, dispatch data, fleet inventory, facility information, staffing, and

other relevant information. Once we receive the requested documentation, we will review it prior to the start-up meeting. Citygate will additionally request City and other available GIS data layers, hazard and risk-related information, travel time performance measure(s), and historical calls-for-service data from City data systems.

## **1.2 Meet with Fire Department Representatives to Initiate Project**

In collaboration with Department leadership, Citygate will schedule and conduct a videoconference start-up meeting to review and finalize the detailed Work Plan, project schedule, project deliverables, roles and responsibilities, and benchmarks.

## **1.3 Stakeholder Outreach**

Chiefs Gary and Mazza will conduct on-site outreach interviews to understand the issues at stake from appropriate project stakeholders, including:

- ◆ Elected or appointed community officials
- ◆ Fire Department leadership and other key staff, including from other City departments
- ◆ Employee groups
- ◆ Valdez Marine Terminal operator and other project stakeholders as requested or appropriate.

## **1.4 Ongoing Project Management**

Throughout the entire project duration, we will monitor the engagement progress and completion of tasks, including providing monthly written status reports and verbal communications, as needed, to the Department's project representative.

## **Meetings and Deliverables**

There will be one videoconference project start-up meeting to initiate the study, establish relationships, and review and finalize the project Work Plan, schedule, deliverables, and benchmarks. Second, Citygate will conduct an on-site meeting to for stakeholder listening.

Deliverables for this task include the project start-up meeting videoconference, on-site meeting for interviews, final project Work Plan, schedule, and data/documentation request.

## **Task 2: Deployment Analysis**

### **Subtasks:**

#### **2.1 Identify and Describe the Community Served and Existing Deployment Model**

Citygate will identify and describe:

- ◆ The formation, history, authority, and services provided by the Department.
- ◆ The City, including area, population, demographics, and distinguishing community features, as well as projected growth at build-out.
- ◆ The Department's current deployment model, in detail, to include daily staffing, resource deployment, and response plan.
- ◆ Current response performance goals or policies, as applicable.

#### **2.2 Identify and Describe Outcome Expectations**

We will understand and describe existing outcome expectations, if any, and how they were determined. We will also identify and describe the time constraints associated with saving critical EMS patients and rescuing trapped occupants from building fires, as well as common outcome expectations in urban and suburban communities based on our experience.

#### **2.3 Community Risk Assessment**

Citygate will evaluate the risks associated with the fire and non-fire hazards likely to impact the City, as well as an aggregate assessment of risk, to include:

- ◆ Establishing geographic planning sub-zones (risk zones) in collaboration with Department leadership.
- ◆ Identifying and quantifying the values at risk to various hazards within the City.
- ◆ Identifying the fire and non-fire hazards likely to impact the City.
- ◆ Determining the probability of a future occurrence for each identified hazard.
- ◆ Determining the probable impact severity from a hazard occurrence considering multiple relevant impact severity factors for each hazard by planning zone using City/Department-specific data and information.
- ◆ Quantifying overall risk for each hazard by planning zone based on probability of occurrence in combination with probable impact severity.

## **2.4 Critical Task Review**

We will describe the critical tasks and the number of personnel required to safely perform them to deliver a stated outcome for building fire and critical EMS incidents from other client agencies that are similar to the City.

## **2.5 Distribution Analysis**

Citygate will evaluate the effectiveness of existing deployment system performance.

## **2.6 Concentration Analysis**

We will also evaluate the Department's capability to assemble an ERF to resolve more serious or complex situations in a timely manner to deliver desired outcomes.

## **2.7 Historical Reliability and Effectiveness Analysis**

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

- ◆ Recent historical service demand
- ◆ Concurrent service demand
- ◆ Projected future service demand
- ◆ Historical response performance components, including:
  - Call processing/dispatch time
  - Crew turnout time
  - Travel time.

## **2.8 Overall Deployment Evaluation**

We will provide an overall deployment analysis summary with recommended performance objectives by risk type, including measures and compliance methodologies that best align with recognized industry best practices, community expectations, and current and prospective future Department resources. We will identify:

- ◆ Current response capacity and staffing needs relative to the values to be protected and desired outcomes.
- ◆ Current deployment performance, areas for improvement, and how the Department compares to recommended best practices.
- ◆ Areas of the City that are underserved, inefficiently served, or over-covered.

- ◆ Prospective alternate service delivery model(s) that can deliver an optimal level of services at the most efficient cost. Our analysis will include recommendation(s) identifying a preferred long-range strategy and the fiscal impacts of initiating that strategy, as well as recommended short- and mid-range strategies to enhance service delivery and efficiencies. Our fiscal analysis will include both initial capital costs and estimated annual operating costs.

## **Meetings and Deliverables**

We anticipate multiple conference calls and/or videoconference meetings as needed to complete this task. Findings and recommendations from this task will be incorporated into the Draft and Final Reports introduced in Task 4.

### **Task 3: Fire/EMS Department Review**

In this task, Citygate will review and evaluate the following City and Fire/EMS Department elements, functions, and/or services as outlined in the City's RFP.

#### **Subtasks:**

##### **3.1 Fire/EMS Department Organization**

Citygate will review and evaluate the Department's organizational structure to include:

- ◆ The Department's management component.
- ◆ Personnel management system and functions.
- ◆ Administrative and operational staffing levels, including recommended minimum qualifications by position to provide appropriate fire and emergency services to the community.

##### **3.2 Capital Assets and Capital Improvement Program**

We will review and understand the Department's capital assets and the City's Capital Improvement Program, including current funding and ability to maintain Department capital facilities and equipment in safe, operable, and reliable condition and replace them at the end of their expected useful service life.

##### **3.3 Community Involvement**

Citygate will understand and describe the level of community involvement in determining services provided by the Department, as well as the community's understanding of risk, response capacity, and response performance.



### **3.4 City Departments' Support Services**

We will understand and describe the support services provided to the Fire/EMS Department by other City departments such as Human Resources, Finance, Dispatch, etc.

### **3.5 Training Program**

Citygate will understand and describe the Department's current training program, including conformance with applicable regulatory requirements and best practice recommendations.

### **3.6 Fire Prevention Program**

We will understand and describe the Department's Fire Prevention Program, including development and construction plan reviews, mandated and discretionary fire and life safety inspections, public education, fire cause and origin investigation, and other services or functions.

## **Meetings and Deliverables**

We anticipate multiple conference calls and/or videoconference meetings as needed to complete this task. Findings and recommendations will be incorporated into the Draft and Final Reports in Task 4.

## **Task 4: Draft and Final Report**

### **Subtasks:**

#### **4.1 Prepare and Conduct a Preliminary Findings Briefing**

Upon completion of Task 3, Citygate's Project Team will prepare and conduct a videoconference briefing summarizing our analysis, findings, and emerging recommendations for the Department's project team. During this briefing, we will discuss any anomalies in the data and resolve any remaining issues. Pursuant to input received from the Department's project team, we will make data-driven changes as needed and any refinements will be incorporated into our Draft Report.

#### **4.2 Prepare Comprehensive Draft Report with Exhibits**

The entire Citygate Project Team will prepare a comprehensive written Draft Report to include appropriate statistical and geographic mapping exhibits. Upon completion, an electronic version in Microsoft Word will be submitted to the Department's project representative for comments using the "track changes" and "insert comments" tools in

Microsoft Word. Additionally, as required by the RFP, six bound copied of the Draft Report will be provided.

#### **4.3 Draft Report Review with Department's Project Team**

Our normal practice is to review Draft Reports with management personnel to ensure the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

We will schedule and conduct a videoconference review of the Draft Report with the Department's project team, answer any questions, and agree on the elements for the Final Report.

#### **4.4 Prepare and Submit Final Report**

The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.

Based on results of the review process in Task 4.3, we will prepare and submit an Executive Summary and comprehensive Final Report to include appropriate statistical and mapping exhibits. Final document delivery will be in Adobe PDF format for ease of duplication, along with the specified quantity of bound reports (up to 10 copies), if requested.

#### **4.5 Final Report Presentation**

Citygate will prepare and present key elements of the Final Report to City/Department staff, elected officials, and interested public by videoconference using Microsoft PowerPoint.

### **Meetings and Deliverables**

There will be three meetings for this task as follows:

- ◆ One videoconference meeting to present our preliminary findings and emerging recommendations to the Department's project team.
- ◆ One videoconference meeting to review the Draft Report with the Department's project team.
- ◆ One videoconference presentation of the Final Report to an audience as identified by the Department's project representative.

Deliverables for this task include a Preliminary Findings Briefing, Draft and Final written reports including statistical and mapping exhibits, Draft Report review, and a summary Final Report presentation.

## 2.4 FINAL REPORT ELEMENTS

Citygate's Final Report will address each area in the City's scope of work, including:

- ◆ An Executive Summary describing the nature of the report, the methods of analysis, primary findings, and critical recommendations.
- ◆ Detailed narrative analysis of each report element structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both City staff and civilians.
- ◆ Clearly designated recommendations highlighted for easy reference and catalogued as necessary in the report.

## 2.5 PROPOSED PROJECT SCHEDULE

Citygate is prepared to initiate this study upon execution of a contract for services. Based on our experience with similar studies, we expect this study to take six months to complete, as shown in the following schedule, which highlights project deliverables and milestones. Specific dates for these deliverables cannot be provided without knowing the date the contract will be executed, but the relative timing of each task and deliverable can be understood from the following schedule.

In addition, as previously stated, throughout the entire project duration, we will monitor study progress and completion of tasks, which will include providing monthly written status reports and verbal communications as needed. The status reports will recap: (1) work performed in the last reporting cycle; (2) work planned in the upcoming reporting cycle; and (3) any issues related to the schedule, scope of work, or budget that need attention. This proactive management and routine communication help to ensure the project stays on track and within budget.

### Proposed Project Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1. Initiate and Manage Study	●	●	●			
2. Deployment Analysis						
3. Fire/EMS Department Review						
4. Draft and Final Report				●	●	●

● Submit Document Request    ● Start-Up Meeting    ● On-Site Interviews    ● Initial Findings Briefing    ● Submit Draft Report  
 ● Draft Report Review    ● Submit Final Report    ● Final Report Presentation

## SECTION 3—PROJECT COST

### 3.1 PROJECT FEES – TIME AND MATERIALS

Our charges are based on *actual time* spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, outlined in the following table.

Project Team Consulting Fees	Reimbursable Expenses*	Administration (5% of Hourly Fees)	Total Cost
\$52,380	\$4,799	\$2,619	<b>\$59,798</b>

\* Citygate has budgeted for two consultants to make one on-site trip in Task 1 for interviews. Our travel costs shown above are estimates, and we will only charge actual cost.

Our price quote is effective for 90 days from the date of receipt of this proposal and includes one (1) draft review cycle as described in Task 4 of the Work Plan, to be completed by Citygate and the Department within 30 calendar days of the Department receiving the Draft Report. Additional Draft Report cycles or processing delays requested by the Department would be billed in addition to the contracted amount at Citygate’s time and materials rates. When changes are agreed upon, Citygate will provide the Final Report in reproducible Portable Document Format (PDF) along with the specified quantity of bound reports (up to 10 copies), if requested. The Draft Report will be considered the Final Report if there are no suggested changes within 30 days of the delivery of the Draft Report.

### 3.2 STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$250 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Senior Fire Services Specialist / Project Manager	\$225 per hour	Samuel Mazza
Statistical Specialist	\$195 per hour	Michael Fay
Report Project Administrator	\$135 per hour	Various
Administrative Support	\$95 per hour	Various

### **3.3 BILLING SCHEDULE**

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

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

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## **APPENDIX A**

# **CODE OF ETHICS**



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# CODE OF ETHICS

## **CLIENTS**

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

## **ENGAGEMENTS**

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

## **FEES**

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

## **PROFESSION**

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

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

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## **APPENDIX B**

# **PROJECT TEAM RESUMES**

Until his retirement, Mr. Gary was the Fire Chief of the Livermore–Pleasanton Fire Department. Now in his 49th year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief / Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, California, in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department, from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam Award for Excellence by the California League of Cities in 1999.

Mr. Gary has both a bachelor's and master's degree in Public Administration from San Diego State University. He holds an associate degree in fire science from Miramar Community College in San Diego and a certificate in fire protection administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

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

### **Relevant Experience:**

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed, or directed over 400 consulting projects. Some of the highlights and recent projects include:

- ◆ Served as Public Safety Principal and Project Director to conduct a marine firefighting risk and response assets analysis for the Port of Corpus Christi, Texas.
- ◆ Served as Project Manager for a high-level review of existing firefighting and multi-hazard risk analysis data, response capabilities, and future needs in the Port of Long Beach operational area for the Port assets managed by the City of Long Beach Fire Department, including locations of ground-based fire stations and waterborne fireboats.
- ◆ Served as Project Manager for a marine and specialty fire services assessment study for the Ports of Los Angeles and Long Beach to provide a macro-level review of existing marine protective services and specialist firefighting resources in the combined port area.
- ◆ As part of a Master Services Agreement, served as Public Safety Principal / OCFA Project Manager for seven organizational service level assessments for the Orange County Fire Authority, including assessments of the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency

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Medical Services Department, Field Deployment services, the Fleet Services Division, Business Services functions, and the Community Risk Reduction Department.

- ◆ Served as Public Safety Principal to conduct a Standards of Coverage assessment and Master Plan update for the Chino Valley Independent Fire District.
- ◆ Served as Public Safety Principal for a staffing, emergency medical services, and response times study for the City of Eagan, Minnesota.
- ◆ Served as Public Safety Principal to perform a comprehensive analysis of the Andover, Kansas, fire services to develop a fire protection and paramedic services Master Plan, with strategic options for short-, mid-, and long-term service delivery.
- ◆ Currently serving as Public Safety Principal and Lead Project Director to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County that addresses all of the recommendations from Citygate's After Action Review of the Woolsey Fire.
- ◆ Served as Public Safety Principal and Project Manager to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- ◆ Served as Project Director in a study where Citygate was retained by PG&E to independently assess the fire and emergency medical services impacts to the Maxwell Fire Protection District from the Colusa Power Generation Facility under construction at the time. Citygate provided findings and recommendations to ensure it will be built and operated with best engineered safety practices to keep impacts to the people and environment very low to non-existent.
- ◆ Served as Public Safety Principal and Project Director for a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii, specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources.
- ◆ Served as Public Safety Principal for a public safety staffing study for the City of Woodbury, Minnesota, which entailed a fire services Standards of Coverage and headquarters assessment and a police, fire, and emergency medical services integrated analysis overview.

**Relevant Non-Citygate Experience:**

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Coverage (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached and assisted the Clark County Fire Department with the initial draft of their rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.

- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and SOC tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9–0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for fiscal year 2000/2001 of \$18 million. Service was provided from eight stations and a training facility, with two additional stations under construction.
- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the SOC system for fire service deployment. He reworked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ In 1994, Mr. Gary effectively led the Livermore Fire Department’s addition of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully revoted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters’ union in reaching a new understanding on staffing, and a fifth Fire Company was added to better serve the northwest area of Livermore.
- ◆ During his tenure in Carlsbad, he successfully master-planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ◆ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore Fire Department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department, including plan check and inspection services for two years; and master-planned future growth in the north Livermore area for an additional 30,000 people in a “new town” area.
- ◆ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.
- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities, and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.

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- ◆ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine, and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

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

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

#### **Presentations:**

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

#### **Publications:**

- ◆ Edited, partially wrote, and co-developed the second, third, and fourth editions of the *Commission on Fire Accreditation Standards of Response Cover Manual*.
- ◆ “System of Cover: Using the Accreditation Commission’s SOC systems approach for deployment,” *Fire Chief*, February 2001.
- ◆ “Data to Go: Designing and implementing wireless data technologies for the fire service,” *Fire Chief*, December 2000.

#### **Memberships:**

- ◆ International Association of Fire Chiefs – Fairfax, Virginia
- ◆ California Fire Chiefs Association – Rio Linda, California
- ◆ National Fire Protection Association – Quincy, Massachusetts



Chief Mazza retired as the Fire Chief for the City of Monterey, California, where he engineered and facilitated the consolidation of the Monterey and Pacific Grove fire departments in 2008. His fire service career spans 38 years with city, county, special district, and state fire agencies and includes administration, operations, air operations, training, dispatch, disaster planning and management, fire prevention, and law enforcement experience. He served as the Incident Commander on a statewide Incident Management Team and continues to serve as a member of the Monterey County Emergency Operations Center staff. Chief Mazza holds a bachelor's degree from California State University, Fresno, and an associate degree in Fire Science from Fresno City College, and he is a graduate of the Executive Fire Officer Program.

Chief Mazza has extensive collaborative experience, having served elected and appointed positions in numerous professional organizations and on regional committees and initiatives. He has served as the Fire and Rescue Coordinator and chaired the California Incident Command Certification System Peer Review Committee for the California Emergency Management Agency Monterey County Operational Area, and he also served on the Monterey County Operational Area Grant Approval Authority for the California Department of Homeland Security. He has served as President of the Monterey County Fire Chiefs Association and represented county fire agencies on committees providing governance and policy oversight of the Monterey County voice and data emergency communications and dispatch systems. He obtained grant funding and facilitated implementation of a mobile data communications system for Monterey County fire agencies in 2010 and initiated and led the continuing effort to develop a regional shared governance fire agency for the Monterey Peninsula.

**Relevant Experience:**

The following is a selection of Chief Mazza's consulting experience since joining Citygate:

- ◆ Currently serving as Senior Fire Services Specialist and OCFA Assistant Project Manager for a service level assessment for the Orange County Fire Authority's (OCFA) Community Risk Reduction Department. This is one of seven as-needed organizational service level assessments of operations for Orange County Fire Authority as part of a Master Services Agreement.
- ◆ Served as Senior Fire Services Specialist for a service level assessment of the Orange County Fire Authority's Fleet Services Division to ascertain the efficiency and effectiveness of Fleet Services' operations and ensure compliance with policies/procedures, best practices, and regulatory agencies.
- ◆ Served as Senior Fire Services Specialist for a service level assessment of the Orange County Fire Authority's Field Deployment services utilizing the Standards of Coverage methodology.
- ◆ Served as Senior Fire Services Specialist and Project Manager to conduct a Standards of Coverage assessment and Master Plan update for the Chino Valley Independent Fire District.
- ◆ Served as Senior Fire Services Specialist and Deputy Project Manager to assist with a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.

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- ◆ Served as Senior Fire Services Specialist for a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii, specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources.
  - ◆ Served as Senior Fire Services Specialist for a fire department service evaluation for the Bloomington Fire Department in Bloomington, Minnesota.
  - ◆ Served as Senior Fire and Emergency Services Specialist to conduct a Standards of Coverage update for the City of San Diego Fire-Rescue Department.
  - ◆ Served as Senior Fire Services Specialist and Project Manager for a community hazard and risk assessment, Standards of Coverage study, and station location analysis for the City of Mountain View, California, including an examination of fire and environmental protection division workload, environmental protection, housing inspection, and deployment of fire resources.
  - ◆ Served as Senior Fire Services Specialist and Risk Assessment Specialist to perform a comprehensive Standards of Coverage and headquarters staffing adequacy review for the City of Santa Clara Fire Department.
  - ◆ Served as Senior Fire Services Specialist / Project Manager to expand the scope of work specific to the City of Gilroy, California, in parallel with Citygate's Standards of Coverage Assessment for the Cities of Gilroy and Morgan Hill and the South Santa Clara County Fire Protection District.
  - ◆ Served as Senior Fire Services Specialist for an operational enhancements study for the County of Santa Barbara Fire Department, an update to the fire service deployment and departmental performance audit study Citygate previously performed for the Department.
  - ◆ Currently serving as Senior Fire Services Specialist for the first-ever independent Standards of Coverage evaluation of the Los Angeles Fire Department's fire and emergency medical services deployment system.
  - ◆ Served as Senior Fire Services Specialist and Project Manager for a deployment study and assessment of the City of Redlands Fire Department.
  - ◆ Served as Senior Fire and Emergency Services Specialist for a fire services Standards of Coverage analysis for the Alameda County Fire Department.
  - ◆ Served as Fire Services Specialist for a risk assessment, Standards of Coverage study, and facilities Master Plan for the El Dorado Hills Fire District.
  - ◆ Served as Senior Fire Services Specialist for a Standards of Coverage and headquarters services assessment for the Fire Department in the City of Milpitas, California.
  - ◆ Currently serving as Senior Fire Service Specialist for community risk assessment and Standards of Coverage study for the Monterey Fire Department in the City of Monterey, California.
  - ◆ Serving as Senior Fire Services Specialist and Project Manager for a Standards of Coverage study for the Novato Fire Protection District to provide data-driven

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recommendations to improve the District's ability to perform its mission under both existing and supplemental funding scenarios.

- ◆ Served as Senior Fire Services and Risk Assessment Specialist for a comprehensive community risk assessment, Standards of Coverage study, and station location and deployment study for the City of Sunnyvale, California.

**Relevant Non-Citygate Experience:**

- ◆ Developed curriculum for the National Fire Academy in Emmitsburg, Maryland, including the following courses: Politics for the Local Fire Chief, New Fire Chief series, and Creating Fire Adapted Communities in the Wildland Urban Interface.

**Significant Programs/Projects:**

- ◆ Coordinated rewrite of the Monterey City Emergency Operations Plan in 2010 in conformance with federal and state all-hazard guidelines.
- ◆ Authored Damage Assessment Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Critical Infrastructure and Key Resources Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Authored Pandemic Influenza Preparedness and Response Plan annex to the Monterey City Emergency Operations Plan.
- ◆ Developed and administered multiple fire service contracts.
- ◆ Coordinated annual Proposition 172 allocation for Monterey County fire agencies with the Monterey County Administrative Office.
- ◆ Served on the Board of Directors for the Fire Agency Insurance Risk Authority.
- ◆ Served on the Monterey County Emergency Medical Services Agency Task Force, evaluating and recommending enhancements to the Monterey County EMS system.
- ◆ Represented Monterey County fire agencies on the Monterey County Emergency Medical System Committee.
- ◆ Coordinated fire agencies' recommendations and comments to the Monterey County General Plan update.
- ◆ Coordinated implementation of the California Incident Command Certification System within the Monterey County Operational Area.
- ◆ Participated in the National Fallen Firefighters Foundation Wildland Fire Symposium to develop initiatives to reduce firefighter line-of-duty-fatalities.
- ◆ Developed and implemented capital facilities and equipment replacement and maintenance plans.
- ◆ Facilitated development and implementation of multiple Strategic Plans.
- ◆ Facilitated implementation of the reorganization of Monterey County Service Area #61 into the South Monterey County Fire Protection District.

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- ◆ Coordinated development and implementation of a Fire District Illness and Injury Prevention Plan.
  - ◆ Coordinated development and implementation of fire suppression assessment and mitigation fee ordinances.
  - ◆ Co-facilitated development and implementation of multiple-agency engine and truck company performance standards.

**Instructor and Lecturer:**

- ◆ Instructor – Executive Analysis of Community Risk Reduction (second-year Executive Fire Officer Program curriculum) – National Fire Academy in Emmitsburg, Maryland
- ◆ Instructor – ICS-100, ICS-200, ICS-300, ICS-400, IS 700a, IS 800b – California State University, Monterey Bay

**Presentations:**

- ◆ “Strengthening Your Core – Collaborative Service Delivery Systems,” California Association of Joint Powers Authorities conference, September 2009, Lake Tahoe, California. Outlined key issues and solution strategies relating to the consolidation of the Monterey and Pacific Grove fire departments.
- ◆ “Fire Service Challenges and Cooperative Solutions,” California Association of Local Agency Formation Commissions conference, April 2010, Santa Rosa, California. Outlined key issues and solutions relating to the consolidation of the Monterey and Pacific Grove fire departments in 2008 and the current initiative to develop a shared governance fire agency for the Monterey Peninsula region.

**Publications:**

- ◆ “Identifying Workforce Issues Relative to the Proposed Consolidation of the Monterey, Pacific Grove, and Carmel Fire Departments,” National Fire Academy, (Emmitsburg, Maryland: July 2007).
- ◆ “An Evaluation of Self-Contained Breathing Apparatus Voice Communications Systems,” National Fire Academy, (Emmitsburg, Maryland: June 2008).
- ◆ “Identifying and Mapping Critical Infrastructure and Key Resources for the City of Monterey, California,” National Fire Academy, Emmitsburg, (Maryland: June 2009).
- ◆ “Initial Damage Assessment Criteria and Procedures for the City of Monterey, California,” National Fire Academy, (Emmitsburg, Maryland: April 2010).
- ◆ “EMS Task Force White Paper,” Monterey County Health Department, Emergency Medical Services Agency, May 2001. Included an evaluation and recommendation of enhancements to the Monterey County EMS system.

**Memberships:**

- ◆ International Association of Fire Chiefs – Fairfax, Virginia
- ◆ California Fire Chiefs Association – Rio Linda, California

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

**Relevant Experience:**

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

**Education:**

- ◆ BA, University of Massachusetts

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a master's degree in public administration from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the State and Local government consulting division of Ernst & Young.

**Relevant Experience:**

- ◆ For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated and that the project deliverables are in conformance to Citygate's quality standards.
- ◆ Served in an oversight capacity for a marine firefighting risk and response assets analysis for the Port of Corpus Christi, Texas.
- ◆ Served in an oversight capacity for a high-level review of existing firefighting and multi-hazard risk analysis data, response capabilities, and future needs in the Port of Long Beach operational area for the Port assets managed by the City of Long Beach Fire Department, including locations of ground-based fire stations and waterborne fireboats.
- ◆ Served in an oversight capacity for a marine and specialty fire services assessment study for the Ports of Los Angeles and Long Beach to provide a macro-level review of existing marine protective services and specialist firefighting resources in the combined port area.
- ◆ As part of a Master Services Agreement, served in an oversight capacity for seven organizational service level assessments of consultant services for the Orange County Fire Authority, which included assessments of the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, Field Deployment services, the Fleet Services Division, Business Services functions, and the Community Risk Reduction Department.
- ◆ Served in an oversight capacity to conduct a Standards of Coverage assessment and Master Plan update for the Chino Valley Independent Fire District.
- ◆ Served in an oversight capacity for a staffing, emergency medical services, and response times study for the City of Eagan, Minnesota.
- ◆ Served in an oversight capacity to perform a comprehensive analysis of the Andover, Kansas, fire services to develop a fire protection and paramedic services Master Plan, with strategic options for short-, mid-, and long-term service delivery.
- ◆ Currently serving in an oversight capacity to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County



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that addresses all of the recommendations from Citygate's After Action Review of the Woolsey Fire.

- ◆ Served in an oversight capacity to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- ◆ Served in an oversight capacity for an engagement where Citygate was retained by PG&E to independently assess the fire and emergency medical services impacts to the Maxwell Fire Protection District from the Colusa Power Generation Facility that was under construction at the time.
- ◆ Served in an oversight capacity for a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii, specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources.
- ◆ Served in an oversight capacity for a public safety staffing study for the City of Woodbury, Minnesota, which entailed a fire services Standards of Coverage and headquarters assessment and a police, fire, and emergency medical services integrated analysis overview.
- ◆ Served in an oversight capacity for a fire department service evaluation for the Bloomington Fire Department in Bloomington, Minnesota.
- ◆ Served in an oversight capacity for a fire department Standards of Coverage staffing utilization study for the City of Pearland, Texas.
- ◆ Served in an oversight capacity for determining fire station location and crew staffing needs for the City of Minneapolis Fire Department.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the UC Davis Extension College and for graduate classes in public administration, administrative theory, and labor relations for Golden Gate University and nonprofit and association management for the University of Southern California. He speaks and trains frequently on the topic of leadership, character, and values and has also been a speaker for the American Planning Association (APA), written for the California APA newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, base closures, and related issues across the US. Mr. DeRoos holds a certificate in public sector labor management relations from UC Davis and is a Certified Management Consultant (CMC).





**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and Citygate Associates, LLC ("Consultant") is effective on the 10<sup>th</sup> day of June, 2021.

All work under this agreement shall be referred to by the following:

**Project: Fire/EMS Department Comprehensive Operations Assessment  
Project No.: 21-001-3200  
Contract No.: 1788  
Cost Code: 001-3200-43200**

Consultant's project manager under this agreement is Stewart Gary.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Tracy Raynor.

**ARTICLE 1. Scope of Work**

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

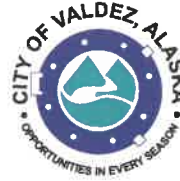
**ARTICLE 2. Compensation**

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 6 months of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.



#### ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

#### ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

\*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

#### ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

Agreement for Professional Services  
Project: Fire/EMS Department Comprehensive Operations Assessment  
Project No.: 21-001-3200  
Contract No.: 1788  
Cost Code:



IN WITNESS WHEREOF, the parties to this presence have executed this CONTRACT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**Citygate Associates, LLC**  
**David C. DeRoos**

  
Authorized Signature

David C. DeRoos  
Printed name


Date: 06/08/21

Title: President

FEDERAL ID #: 68-0447080

600 Coolidge Drive, Suite 150  
Mailing Address

Folsom, CA 95630  
City, State, Zip Code

  
Signature of Company Secretary or Attest

Date: 06/08/21

**CITY OF VALDEZ, ALASKA**  
**APPROVED:**

  
Mark Detter, City Manager

Date: 6/10/21

**ATTEST:**

  
Sheri L. Pierce, MMC, City Clerk

Date: 6.10.2021

**RECOMMENDED:**

  
Tracy Raynor, Fire Department Chief

Date: 6/10/21

**APPROVED AS TO FORM:**

Brena, Bell & Walker, P.C.

  
Jon S. Wakeland

Date: 06.03.2021

Agreement for Professional Services  
Project: Fire/EMS Department Comprehensive Operations Assessment  
Project No.: 21-001-3200  
Contract No.: 1788  
Cost Code:



## **Appendix A**

### **Scope of Work**

#### **BASIC SERVICES**

Provide all professional services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached proposal dated June 1, 2021 which is incorporated herein by reference.

## **Appendix B**

### **Basis of Compensation**

On completion of work and submission of invoices, the City shall pay to consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$59,798 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



## Appendix C General Conditions

### I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.



## II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

## III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

## IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final





payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.





The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City or its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no



fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this



Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to



an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.



- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.



Agreement for Professional Services  
Project: Fire/EMS Department Comprehensive Operations Assessment  
Project No.: 21-001-3200  
Contract No.: 1788  
Cost Code:



**City of Valdez  
Contract Release Page 1 of 2**

The undersigned, \_\_\_\_\_ for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

**Project:**

**Project Number: / Contract Number:**

The undersigned hereby acknowledges receipt of the amount of \$\_\_\_\_\_ as full and final payment in consideration for all services, materials and labors rendered in connection with the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

The undersigned hereby declares that the terms of this Release have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.







## Legislation Text

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**File #:** 21-0380, **Version:** 1

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**ITEM TITLE:**

2<sup>nd</sup> Quarter Report on COVID-19 Economic Recovery Programs

**SUBMITTED BY:** Martha Barberio, Economic Development Director

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive & File

**SUMMARY STATEMENT:**

Attached is the second quarter report for the projects that have been in the works as recommended by the Mayor's Economic Recovery Task Force.

These projects are in various stages of implementation. I will continue to make quarterly reports on these projects until completion.

I am also attaching the travel incentive report from Thompson & Co and the overall marketing report which further shows that travelers are responding positively to these programs.

# City of Valdez Paid Campaign Report

July 13, 2021

Campaign Name	Impressions	Clicks	CTR*	CPR**	Total Cost
Travel Voucher Facebook/Instagram	148,724	4,410	2.96%	\$0.16	\$706.35

## Key Takeaways:

- Thompson & Co. re-started the City of Valdez's voucher ad on July 8, 2021. Please note this recap reflects all campaign data collected since initial launch on May 21, 2021.
- The campaign has garnered over 148k impressions and 4,410 clicks.
- 84% of all link clicks are unique clicks. This shows that the ad is reaching new people and driving them to the site to download a voucher as opposed to reaching people who have already claimed their voucher.
- The voucher ads have a frequency of just 2.36x, further showing that we continue to reach unique Alaskans and encourage new travel to Valdez.
- The ads are currently performing significantly above average with a CTR of 2.96%. Industry standard CTR for [travel and hospitality is 0.9%](#).

\*CTR = Click-through rate

\*\*CPR = Cost per result. Due to varied parameters of each platform, these measurements take into account different metrics based on platform. (Facebook = clicks)

# City of Valdez Paid Campaign Report

June 4, 2021

Campaign Name	Impressions	Ad Recall Lift	Clicks	CTR*	CPR**	Total Cost
2021 Q2 Facebook/Instagram	733,310	42,200	670	0.09%	\$0.03	\$1,397.02
2021 Q2 Digital display	135,783	N/A	157	0.12%	\$0.01	\$1,397.51
2021 Q2 Connected TV	31,941	N/A	1	0.004%	\$0.04	\$1,422.04
2021 Q2 Google Search	47,393	N/A	3,208	6.77%	\$0.42	\$1,354.88
2021 Q2 YouTube	372,625	N/A	357	0.10%	\$0.006	\$1,061.99
<b>National Campaign Totals:</b>	<b>1,321,052</b>	<b>42,200</b>	<b>4,393</b>	<b>0.33%</b>	<b>\$0.01</b>	<b>\$6,633.44</b>
Travel Voucher Facebook/Instagram	78,554	N/A	2,537	3.22%	\$0.16	\$405.47

\*CTR = Click-through rate

\*\*CPR = Cost per result. Due to varied parameters of each platform, these measurements take into account different metrics based on platform. (Facebook = clicks, Google Search = clicks, Digital display = impressions)

## Key Takeaways

- Thompson & Co. implemented the City of Valdez's new ad strategy for Q2 on April 1, 2021. Please note this recap only reflects the new campaign data.
- Due to varied parameters of each platform, these measurements take into account different metrics based on platform. Facebook = ad recall lift, Digital Display, YouTube and Connected TV = impressions, Google Search = clicks
- The campaign has garnered over 1.3M impressions and 4,300 clicks.
- Top search phrases for Google include, "Valdez Alaska," "things to do in Alaska," and "best places to visit in Alaska." We also continue to see Valdez appearing near the top of searches for more general phrases including, "vacation ideas," "best vacation spots," and "best places to travel."
- Google Search is performing significantly above average with a CTR of 6.77% and a cost-per-click (CPC) of \$0.42. [Industry average CTR is 4.68% and CPC is \\$1.53.](#)
- Google Search continues to perform best in California and Washington with women 45 – 54.
- YouTube is currently performing best in California with men 55+ with a secondary audience of men 18 – 24 in Georgia.
- Accuweather.com and yahoo.com remain the top-performing websites for digital display.
- Connected TV remains most popular on Pluto on the Roku, Vizio and as a game ad on the Steam game [Moccasin](#).
- Facebook has an ad frequency rate of 1.95x and an ad recall lift rate of 10.65%, another 1% increase from last week.
- Over 120,000 unique viewers have watched :03 or more of the video on Facebook and 16,000 have watched the entire [:15](#) or [:30 clip](#).



## Legislation Text

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**File #:** 21-0381, **Version:** 1

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**ITEM TITLE:**

City Manager's Report 7-20-21

**SUBMITTED BY:** Mark Detter, City Manager

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and File.

**SUMMARY STATEMENT:**

The following issues have occupied the majority of the City Manager's time for the past two weeks:

**Council Retreat**-Karen Kirk of Synergistic Solutions is compiling a report on the Council retreat. From the report the City Clerk and City Manager will develop a future work session schedule to address issues raised in the Council retreat.

**Robe Lake Corps of Engineer Study**-Mike Wells, Executive Director of VFDA contacted the City Manager to discuss a potential project to the study habitat issues related to salmon in Robe Lake. The VFDA Board would like City to consider a letter of support for the potential project.

The support letter does indicate that a 50% non-federal match will need to be provided prior to the project being funded by the Corps of Engineers. Initial discussion indicates the City's letter of support would not bind the City to committing funds for the project, however, it is an indication that City is interested in pursuing an application for funding.

Mr. Wells plans to present background on the issue to both the Economic Diversification Commission and the Planning Commission prior to presenting to Council at the August 3<sup>rd</sup> meeting.

**Stratton Edwards, Capitol Hill Consulting Group visit to Valdez**-Stratton Edwards of Capitol Hill Consulting Group will attend the August 17, 2021 meeting of the Valdez City Council. Please let staff know if you would like to meet with Mr. Edwards on August 16, 2021 or August 17, 2021 while he is in Valdez.

**ASLS 79-116 Access Study**-PDC Engineers presented initial concepts for access to the area of land currently referred to as Rydor/East Peak property. At a June meeting at Fire Station #3 and the July 14<sup>th</sup> Planning Commission meeting presentations occurred that highlighted access issues

related to the property.

Some of the neighboring residents have concerns related to road access abutting or utilizing existing residential roads. Additionally, impacts on current public trails are being considered. Ultimately, all access points for the property need to be considered in such study, however, preferred access points will be recommended by the study and public input will be considered as a part of the process of making such recommendations.

#### **Future Schedule-**

As previously stated, staff is working to lay out timelines for work sessions generated from Council retreat and preparing for such work sessions will be a major portion of the City Manager's time over the next month.



## Legislation Text

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**File #:** 21-0382, **Version:** 1

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**ITEM TITLE:**

Council Calendars - July & August 2021

**SUBMITTED BY:** Allie Ferko, MMC, Deputy City Clerk

**FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

**RECOMMENDATION:**

Receive and file

**SUMMARY STATEMENT:**

Council calendars for July and August 2021 attached for reference.

Please note: These calendars will be updated in the next couple of weeks with additional Council work session dates related to topics identified during the 2021 Council strategic retreat and the remaining departmental reports for the budget process.

Clerk's Office staff have also started sending Outlook invites to all Council Members for Council meetings and Council work sessions.



# July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6pm – Council Work Session (Dept Report: CapFac/PW)	2	3
4 Valdez 4 <sup>th</sup> of July Celebration	5 HOLIDAY  <del>7pm – P&amp;H Commission Meeting</del>	6 6pm – Council Work Session (Topic: Dept Report: VPD)  7pm – City Council Regular Meeting	7	8 6pm to 9pm – Fire Station 1 Open House & Public Tours	9 Noon-5pm Council Retreat	10 9am – 12:15pm Council Retreat  1pm – Fire Station 1 Ribbon Cutting
11	12 6:30pm – School Board Meeting	13 6:30pm – PVMC HAC Meeting (@PVMC)  7pm – Parks & Rec Commission Meeting	14 7pm – Planning & Zoning Commission Meeting	15 6:30pm – VMHA Board Meeting (@Museum)	16	17
18	19 7pm – P&H Commission Meeting	20 6pm – Council Work Session (Topic: Dept Report: VFD)  7pm – City Council Regular Meeting	21 Noon – Flood Mitigation Task Force  7pm – Economic Diversification Commission	22 6pm – Council Work Session (Update on Indoor Recreation Feasibility Study)	23	24
25	26 <del>Noon – Beautification Task Force Meeting</del>  6pm – Parliamentary Procedure, OMA, & Process Training for Council, Boards, & Commissions (Civic Center Ballroom)  <del>6:30pm – School Board Meeting</del>	27	28 6:30pm – Hospital Expansion Task Force Meeting (@PVMC)  7pm – Planning & Zoning Commission Meeting	29	30	31

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 07.15.2021

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in the Civic Center Conference Room (temporary meeting location June – November 2021 during Council Chambers remodel project).

Note: City Clerk will be out of the office for IIMC business the week of July 12<sup>th</sup>.

# August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 7pm – P&H Commission Meeting	3 6pm – Council Work Session (Topic: Budgeting/Financial Planning Part 1)  7pm – City Council Regular Meeting	4 Gold Rush Days	5 Gold Rush Days  6pm – Council Work Session (Topic: Budgeting/Financial Planning Part 2)	6 Gold Rush Days	7 Gold Rush Days
8 Gold Rush Days	9 6:30pm – School Board Meeting	10 6:30pm – PVMC HAC Meeting (@PVMC)  7pm – Parks & Rec Commission Meeting	11 7pm – Planning & Zoning Commission Meeting	12 6pm – Council Work Session (Topic: Comprehensive Plan)	13 Women’s Salmon Derby	14 Women’s Salmon Derby
15	16 7pm – P&H Commission Meeting	17 7pm – City Council Regular Meeting	18 Noon – Flood Mitigation Task Force  7pm – Economic Diversification Commission	19 6:30pm – VMHA Board Meeting (@Museum)	20	21 RHR Music & Arts Festival
22	23 6:30pm – School Board Meeting	24	25 6:30pm – Hospital Expansion Task Force Meeting (@PVMC)  7pm – Planning & Zoning Commission Meeting	26	27	28 Relay for Life
29	30 <del>Noon – Beautification Task Force Meeting</del>	31				

Note 1: This calendar is subject to change. Contact the City Clerk’s Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting. Updated 07.15.2021

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in the Civic Center Conference Room (temporary meeting location June – November 2021 during Council Chambers remodel project).

Note 3: City Clerk will be out of the office for personal leave August 16-27, 2021