

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

272



FROM: FIRE

SUBMITTAL DATE:
June 3, 2015

SUBJECT: Approval of the Professional Service Agreement with Most Responsive and Lowest Bidder Tridata to provide Standards of Cover Analysis Services. All Districts [Total Cost - \$244,003]; General Fund 44%, Contract Reimbursement 20%, Structural Fire Taxes & Prop 172 36%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreement with Tridata in an amount not to exceed \$244,003, in accordance with Ordinance No. 459; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement and based on the availability of fiscal funding as approved by County Counsel.

BACKGROUND:

Summary

Continued on Page 2

Diane Sinclair

Diane Sinclair,
Admin Deputy Director for
John R. Hawkins, Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0.00	\$ 244,003	\$ 244,003	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 107,361	\$ 107,361	\$ 0.00	

SOURCE OF FUNDS: General Fund 44%, Contract Reimbursement 20%, Structural Fire Taxes & Prop 172 36%	Budget Adjustment: No
	For Fiscal Year: FY 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Granda*
Tina Granda

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 16, 2015
 xc: Fire, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: _____ District: All _____ Agenda Number: _____

3-29

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 FORM APPROVED COUNTY COUNSEL: GREGORY P. PRIAMOS, DATE: 6/4/15
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

BACKGROUND:

Summary (continued)

The department in consultation with the Executive Office initiated a Request for Proposal (RFP) for a Standards of Cover (SOC) study. The purpose of the SOC study is to conduct a complete comprehensive analysis of the Riverside County Fire Department's (Department) current configuration, deployment, support and management of the all-risk fire suppression and emergency medical services delivery system in order to determine the best and most appropriate method to allocate all departmental operating costs to the County and all contract partners. The final report will identify cost allocation methodologies and define current and future needs of the Department; to include, recommended goals, objectives, and the methodology for implementation covering a period of 10 years from date of final report.

The final SOC report will measure the Department's operations in comparison to industry standards and best practices and provide the Department a tool for:

- Assessing community fire, emergency medical service (EMS), and non-fire risk
- Defining baseline emergency response performance standards
- Planning future station locations
- Determining apparatus and staffing patterns
- Evaluating workload and ideal unit utilization
- Measuring service delivery performance
- Developing cost allocation methodologies for the entire department
- Assisting in the strategic planning and policy development process

The contractor will deliver to the Department a complete comprehensive SOC report which analyzes, evaluates, develops, measures and recommends various performance indicators that include:

- Evaluating and defining baseline of operations
- Determining needs of the communities
- Evaluating levels of service provided
- Recommendations for process improvement and implementation
- Analyzing cost allocation for both direct and indirect costs amongst the Departments cooperating partners
- Establishing performance objectives, measures, and compliance methodology
- Identifying benchmarks against which the options for future service delivery can be measured
- Identifying benchmarks to measure department budget performance and achieving department goals and objectives
- Developing viable alternative deployment methods for emergency and non-emergency response services within the geographic and financial resource limitations of the Riverside County Fire Department.

Impact on Citizens and Businesses

Improved operational efficiency and service delivery, improved transparent and industry accepted financial methodologies, implementation of benchmarks to ensure both optimal operational and fiscal efficiencies and procedures are realized which will provide both a fiscally and operationally sound service to the public we serve.

SUPPLEMENTAL:

Additional Fiscal Information

Recommend award to TriData in the amount of \$244,003. The period of performance to conduct the analysis and provide the Department a final report is six (6) months from date of award. This requirement is a one-time cost spread over six (6) milestone payments with the final payment withheld until receipt of final report and presentation to the Board of Supervisors. 44% of this requirement will be paid utilizing general funds. The remaining 56% will be paid utilizing contract cost reimbursement, structural fire tax and prop 172.

Contract History and Price Reasonableness

RFP # FPARC-240 - Standards of Cover Analysis and Assessment Report was advertised via the Public Purchase website on January 21, 2015 with over 200 potential bidders being notified and 16 companies downloading the RFP. On February 10, 2015 a mandatory bidders meeting was held at the Ben Clark Training Facility with six (6) firms in attendance. Prior to the RFP closing date, the County issued a total of two (2) addenda to the RFP. Addendum No.1 was issued on January 21, 2015 changing the venue of the mandatory pre-bid meeting to be available via teleconference. Addendum No. 2 was issued on February 23, 2015 which included the minutes from the pre-bid meeting and the County's response to vendor written questions. Upon the RFP closing date of March 18, 2015, the County received a total of two (2) proposals. A compliant review of the proposals was conducted by the County Procurement Department to ensure all required forms and submittals were included in the proposals. Based on this review, each proposal was determined to be in compliance with the submittal requirements of the RFP and would be considered for further evaluation.

The proposals were evaluated and scored by members of the Fire Department's Executive Staff, Administration, Finance and Communication Divisions. Each proposal was evaluated based on its own merits against the evaluation criteria annotated in the RFP:

- overall responsiveness and general understanding of the RFP requirements
- experience and ability
- qualifications
- financial stability
- references with demonstrated success in providing services similar in scope and magnitude to the County's requirement
- clarifications, exceptions or deviations to the RFP
- credentials, resumes, licenses, certifications

The bid pricing ranged from \$244,003 to \$299,794. Based on the evaluation of each firm's technical proposal, past performance, discussions, negotiations and evaluation of price; the Fire Department determined that TriData submitted a proposed approach that represents the most advantageous method of fulfilling the County's need. TriData received the highest technical rating and submitted the lowest overall price. Based on this, the evaluation team unanimously selected TriData as being the most responsive, responsible firm capable of proving a comprehensive Standards of Cover Study and Assessment Report.

PROFESSIONAL SERVICE AGREEMENT

for

STANDARDS OF COVER ANALYSIS SERVICES

between

COUNTY OF RIVERSIDE

and

TRIDATA DIVISION



JUN 16 2015 3-29

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This Agreement, made and entered into this ____ day of _____, 2015, by and between TRIDATA a Division of System Planning Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, consisting of five (5) pages; Exhibit B, Project Timeline consisting of (1) page; Exhibit C, Payment Provisions, consisting of two (2) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect until the work is completed, expected to be 12/31/2015, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$244,002.40 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 [DELETED]

3.3 CONTRACTOR shall be paid in accordance with the progress payments described in Exhibit C, based upon invoices submitted to the COUNTY, and shall be paid within thirty (30) days from receipt of proper invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire Department

Attn: Accounts Payable

210 W. San Jacinto Avenue

Perris, CA 92570

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number FPARC-81875-001-03/16 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section

shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 [DELETED]

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in

conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. Seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92570
Attn: John Miller

CONTRACTOR

TriData Division
3601 Wilson Blvd
Arlington, VA 22201

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively

hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92570

CONTRACTOR:

TriData a Division of
System Planning Corporation
3601 Wilson Blvd
Arlington, VA 22201

Signature: *Marion Ashley*
MARION ASHLEY

Signature: *Philip Schaeenman*
Philip Schaeenman

Print Name:

Print Name: Philip Schaeenman

Title: Chairman of the Board of Supervisors

Title: President, TriData Division

Dated: JUN 16 2015

Dated: 6/4/15

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 6/7/15
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: *Kecia Harper-Ihem*
DEPUTY

**EXHIBIT A
SCOPE OF WORK
STANDARDS OF COVER ANALYSIS AND STUDY**

1. GENERAL:

- 1.1. The CONTRACTOR shall deliver to the Riverside County Fire Department (COUNTY) a complete comprehensive "Standards of Cover" (SOC) report which analyzes, evaluates, develops, and recommends various performance indicators as follows:
 - 1.1.1. Evaluating and defining baseline of operations
 - 1.1.2. Determining needs of the communities
 - 1.1.3. Evaluating levels of service provided
 - 1.1.4. Recommendations for process improvement and implementation
 - 1.1.5. Analyzing cost allocation for both direct and indirect costs amongst the COUNTY's cooperating partners
 - 1.1.6. Establishing performance objectives, including measures, and compliance methodology
 - 1.1.7. Identifying benchmarks against which the options for future service delivery can be measured
 - 1.1.8. Identifying benchmarks to measure department budget performance and achieving department goals and objectives
 - 1.1.9. Developing viable alternative deployment methods for emergency and non-emergency response services with the geographic and financial resource limitations of the COUNTY
- 1.2. The SOC report shall be compliant with industry best practices and consistent with the goals and recommendations of the Commission on Fire Accreditation International (CFAI); National Fire Protection Association (NFPA); Insurance Service Office (ISO); and all federal, state and local mandates relative to the COUNTY's all-risk fire suppression and emergency medical services delivery system.
- 1.3. The SOC report shall determine the COUNTY's fixed and mobile response forces for fire, emergency medical services, hazardous materials and other technical responses in the most efficient and cost effective manner.
- 1.4. The SOC report shall identify cost allocation methodologies and define current and future needs of the COUNTY; recommended goals, objectives, and the methodology for implementation to meet those needs covering a period of 10 years from date of final report.

2. COUNTY PROVIDED DATA AND INFORMATION

- 2.1. COUNTY will assist the CONTRACTOR in obtaining the following data and information (if available):
 - 2.1.1. Map of fire station locations
 - 2.1.2. Apparatus and personnel deployment by station
 - 2.1.3. Response time and service delivery standards formally or informally adopted
 - 2.1.4. Planned capital improvements; to include, apparatus and facilities
 - 2.1.5. County planning data on trends in population, demographics and business growth
 - 2.1.6. Fire loss data, including fatalities, injuries, dollar loss, covering the last five years
 - 2.1.7. Operating and capital budgets over the last five years
 - 2.1.8. Current cost allocations across departments
 - 2.1.9. Fire and EMS response data covering the last five years

- 2.1.10. Contracts and Mutual aid agreements
- 2.1.11. Weight of response (units and personnel) for various incident types
- 2.1.12. Three (3) to Five (5) years of CAD data exportable to an Access or Excel Format.
- 2.1.13. GIS mapping data (street centerlines)
- 2.1.14. Strategic planning reports or consultant analyses for part or all of the Riverside County fire system
- 2.1.15. Labor contracts, MOU's
- 2.1.16. Water flow and hydrant data
- 2.1.17. Service issues
- 2.1.18. Work hour schedules for all divisions
- 2.1.19. Staffing numbers by rank by division
- 2.1.20. Ordinances
 - i. Assessment on effectiveness of employee accountability
 - ii. Population and growth projection data
 - iii. Fee schedules
 - iv. Workers comp experience past two years

3. SERVICE DELIVERY ANALYSIS

3.1. Riverside County Population and Development Growth Projections:

- 3.1.1. CONTRACTOR shall provide population and development growth projections 10 years out from date of final SOC report. Areas to be evaluated include, but are not limited to:
 - i. Predicted demographic changes
 - ii. Census data
 - iii. Development activities and projections
- 3.1.2. CONTRACTOR shall identify how future growth will impact emergency services performance and what measures should be taken to ensure effective performance into the future.

3.2. Description of Community Served:

- 3.2.1. CONTRACTOR shall provide an overview of the organization and community served. At a minimum, the CONTRACTOR shall provide the following service in completion on the assessment:
 - i. Service area general population and demographics
 - ii. History, formation and general description of the Fire Department
 - iii. Governance and lines of authority
 - iv. Organizational design.
 - v. Operating budget, funding, fees, taxation and financial resources.
 - vi. Description of the current service delivery infrastructure.

3.3. Review of Services Provided:

- 3.3.1. CONTRACTOR shall evaluate the services provided by the COUNTY. Areas to be evaluated include the following:
 - i. Firefighter/EMS staff distribution and assignment
 - ii. Administration and support staffing levels
 - iii. Operational staffing levels
 - iv. Staff allocation to various functions and divisions

- v. Staff scheduling methodology
- vi. Assignment of duties and responsibilities
- vii. Current/draft performance goals, objectives and measures

3.3.2. CONTRACTOR shall analyze and determine if activities present impediments to response performance or if time is available to increase the amount of work done in these areas by response personnel.

3.4. Capital Assets:

3.4.1. CONTRACTOR shall review current capital assets and shall report on the current condition of the asset and its remaining useful life or continued use in future service delivery. Areas to be evaluated include the following:

- i. **Facilities** – current station locations and future station consideration:
 - (1) Analysis of existing station location
 - (2) Staff facilities
 - (3) Design and code compliance
 - (4) Safety and efficiency
 - (5) Environmental issues and future location viability
- ii. **Apparatus/Vehicles** – CONTRACTOR shall review and make recommendations regarding inventory of apparatus and equipment. Areas to be evaluated include the following:
 - (1) Age, condition and serviceability
 - (2) Distribution and deployment
 - (3) Replacement plans

3.5. Community Expectations and Performance Goals:

3.5.1. CONTRACTOR shall examine and document the levels of service historically provided to the communities served by the COUNTY. Within this analysis, the service area shall be evaluated based on population density and fire management zones that shall be used in the development of future performance objectives.

3.6. Community Risk Assessment:

3.6.1. CONTRACTOR shall conduct an analysis of community fire protection risks, growth projections and land use and then interpret their impact on emergency service planning and delivery.

3.6.2. CONTRACTOR shall evaluate the current risk within each of the communities served by the COUNTY and develop a SOC model that best addresses those risks and identifies one or more acceptable response actions.

3.7. Review of Historical System Performance:

3.7.1. CONTRACTOR shall conduct observations in areas specifically involved in, or affecting service levels and performance. Areas to be evaluated include the following:

- i. **Distribution**
 - (1) Overview of the current facility and apparatus deployments strategy
- ii. **Concentration**
 - (1) Analysis of response time capability to achieve full effective response force
 - (2) Analysis of staff distribution as related to effective response force

- iii. **Reliability**
 - (1) Overview of the current facility and apparatus deployments strategy
 - (2) Overview of the current facility and apparatus deployments strategy
 - (3) Analysis of current workload, including unit hour utilization
 - (4) Review of actual or estimated failure rates
 - (5) Analysis of call concurrency and impact on effective response force assembly
 - (6) Analysis of call concurrency and impact on resource exhaustion
- iv. **Historical Performance Summary**
 - (1) Analysis of actual system reflex time performance, analyzed by individual components
- v. **Mutual and automatic aid systems**

3.8. Management and Administrative Assessment:

- 3.8.1. CONTRACTOR shall complete a Management/Administrative Assessment for all functions, bureaus and operational areas of the COUNTY to include the following:
- i. Current and projected workloads 10 years out from date of final SOC report
 - ii. Assess current organizational structure and determine best and most efficient model
 - iii. Review current staffing configuration, numbers, and capabilities
 - iv. Provide recommended bench marks for adding additional support staff
 - v. Assess current methodology of assigning responsibilities for contract partner administration. Recommend best and most efficient model

4. PERFORMANCE OBJECTIVES AND MEASURES

4.1. Recommendations and Methodologies:

- 4.1.1. CONTRACTOR shall provide recommendations and methodologies to allocate all direct and indirect costs to the COUNTY and all contract partners. The following parameters will be considered:
- i. Recommendations shall be feasible given the COUNTY's current service delivery model
 - ii. Recommendations shall consider current staffing levels and infrastructure
 - iii. Recommendations shall consider the COUNTY's current budgetary constraints
- 4.1.2. Where recommendation and best practices exist outside of 4.3.1.i through 4.3.1.v CONTRACTOR shall include these as alternate recommendations and address staffing, systems, and cost analysis necessary to initiate those practices and procedures.

4.2. Compliance Methodology:

- 4.2.1. CONTRACTOR shall develop a methodology that will allow the COUNTY to continually measure future performance which includes the following:
- i. Records Management System usage policies
 - ii. Assignment of Oversight responsibilities
 - iii. Schedule of assessments
 - iv. Review requirements

4.3. Final Findings and Recommendations:

- 4.3.1. CONTRACTOR shall provide a final report which is compliant to the requirements of this Agreement. The final report shall include the following key elements:
- i. A determination of the levels of service to be provided throughout the COUNTY's jurisdiction
 - ii. A community risk assessment that identifies fire, EMS and non-fire risks common and/or unique to the COUNTY.
 - iii. An analysis of the COUNTY's current response capability in terms of time, equipment, and on-scene performance
 - iv. An analysis which describes how COUNTY resources are allocated and deployed and recommendations to maximize emergency response effectiveness throughout the COUNTY's service delivery area.
 - v. An analysis which defines the best and most appropriate allocation method by which current costs should be shared amongst all cooperating partners.

**EXHIBIT B
PROJECT TIMELINE**

Study Tasks	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Project Initiation (Kickoff Call and Triage Visit)	◆	■																						
Task 2: Background Data Collection; Review Current Allocation/Locations of Resources				■	■	■	■	■																
Task 3: Forecast Future Demands for Service									■	■	■	■												
Task 4: Develop Deployment Methodology, Goals and Objectives									■	■	■	■												
Task 5: Cost Allocation Analysis											■	■	■	■	■	■								
Task 6: Develop Options for Changes to Current System															■	■	■	■	■	■				
Task 7: Prepare Draft and Final Reports																					■	■	■	■
Task 8: Final Presentation																								▲

Review of draft report by County

- CONTRACTOR shall deliver to the COUNTY a minimum of five (5) bound copies of the draft report. Draft reports must be typed uniformly on letter size (8 ½" x 11") sheets of white paper. Maps, diagrams and other materials may be submitted on larger size paper as required.
- CONTRACTOR shall deliver to the COUNTY a minimum of five (5) bound copies of the final report. Final reports must be typed uniformly on letter size (8 ½" x 11") sheets of white paper. Maps, diagrams and other materials may be submitted on larger size paper as required.
- CONTRACTOR shall deliver to the COUNTY virus free electronic copies of the draft and final report. Electronic copies shall be submitted in both Microsoft Word and PDF format's for the draft and final report.

**EXHIBIT C
PAYMENT PROVISIONS**

<u>Line #</u>	<u>Position / Activity</u>	<u>Hourly Rate</u>	<u>Total # of Hours to Complete Project</u>	<u>Total Cost</u>
1	Philip Schaenman, Corporate Oversight	\$209.43	40	\$8,377.20
2	Stephen Brezler, Project Manager	\$94.48	376	\$35,524.48
3	Paul Flippin, Deputy Project Manager	\$133.10	420	\$55,902.00
4	David Simms, Senior GIS Analyst	\$133.10	240	\$31,944.00
5	Markus Weisner, FireGeek	\$70.86	300	\$21,258.00
6	Peter Moy, FCS Group	\$162.27	360	\$58,417.20
7	Robin Hackett, Project Support	\$104.36	40	\$4,174.40
8	Montenero, John	\$82.67	136	\$11,243.12
9	Travel Expenses	N/A		\$17,162.00
			Grand Total:	\$244,002.40

- Total project cost includes the following CONTRACTOR site visits:
- "Site Visit #1" - Five (5) days (Monday – Friday)
 - "Site Visit #2" - Three (3) days (Tuesday – Thursday)
 - "Site Visit #3" - Three (3) days (Tuesday – Thursday)
 - "Site Visit #4" - Three (3) days (Tuesday – Thursday)

The four (4) site visits will total 45 person-days on site at the Riverside County Fire Department. Travel expenses will be reimbursed for actual cost incurred.

- Travel expenses shall only include reimbursable expenses for such items as coach airfare, ground transportation, lodging and meals. Expenses shall be billed for actual costs incurred. The COUNTY reserves the right to request and review all supporting documentation regarding reimbursements for CONTRACTOR travel related expenses. Travel expenses shall not exceed \$17,162.00 (total) during performance of this contact as stipulated in Exhibit B "Project Timeline". CONTRACTOR shall comply with the COUNTY's reimbursement for general travel and other actual and necessary expenses, Policy D-1, dated February 26, 2013.

- Progress payments will be paid in six (6) milestone payments for the following deliverables:
 - Payment #1 \$22,684.04 - Summary of Initial Findings
 - Payment #2 \$34,026.06 - Preliminary GIS Analysis, Forecast of Population Projections, Future Demand for Service
 - Payment #3 \$34,026.06 – GIS Analysis (set of figures) with options for deployment strategies
 - Payment #4 \$34,026.06 – Preliminary Financial Analysis
 - Payment #5 \$45,368.08 – Draft Final Report
 - Payment #6 \$56,710.10 – Final Report and Presentations