



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

February 27, 2024

SUBJECT: Consideration and Adoption of Resolution Authorizing Execution of Agreement with Municipal Resource Group LLP to Prepare a Wheatland Fire Authority Sustainability Analysis

PREPARED BY: Steve Wong, Finance Director

Recommendation

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an agreement with Municipal Resource Group to prepare a Wheatland Fire Authority Sustainability Analysis.

Background and Discussion

The Wheatland Fire Authority was formed in 2006 as a joint powers authority (JPA) that combined the City of Wheatland Fire Department with the Plumas-Brophy Fire Protection District. The original JPA agreement was amended in 2010 and has not been amended since that time. The Wheatland Fire Authority provides critical fire protection and emergency response services to the citizens and businesses within the City of Wheatland. The City's contribution for operation of the Wheatland Fire Authority this fiscal year was \$190,804.

The City Council, on May 9, 2023 authorized staff to issue a Request for Proposals (RFP) for consulting firms to conduct an independent evaluation focused on identifying any changes in operations or structure that may be necessary to ensure the long-term sustainability of the Wheatland Fire Authority. In response to the City Council's direction, an RFP for consulting services to prepare a Wheatland Fire Authority Sustainability Analysis was issued on September 19, 2023. Three proposals were received by the November 29, 2023 due date. A panel consisting of Mayor Rick West, City Engineer Dane Schilling, Wheatland Fire Authority Board President Bart Johnson and Fire Chief Art Paquette conducted interviews with the three proposing firms on January 29, 2024. Based upon the proposals submitted and the information presented during the oral interviews, Municipal Resource Group was selected as the firm best suited to prepare this analysis.

The scope of work for this project will include a review and analysis of the current JPA agreement and of the Wheatland Fire Authority operating structure and its ongoing ability to meet the needs of the City. The consultants will meet with City and Fire Authority staff, elected officials and volunteers to gain an understanding of concerns, limitations, desires and available resources. The consultants will develop a modified strategic direction document that will include

demographics of the region, a review of calls for service, and resource needs including personnel, apparatus, and physical facilities. The consultants will develop a business plan for the organization that will take into account the items needed to provide fire and life safety services with estimates on long-term replacement costs, use of technology, comparisons of Cal OSHA requirements and their impact to the organization. The consultant will produce a written report with projections on service delivery and costs associated with the Fire Authority including estimates for capital expenditures for 5, 10 and 20 years. The final report will also include a financial analysis identifying financial needs to maintain sustainability in a climate of mild but continuous growth and a discussion of potential additional funding mechanisms that might be considered in the future.

It is anticipated this analysis will take approximately three months to complete, with a final written report presented to the Wheatland City Council and Wheatland Fire Authority Board of Directors.

Fiscal Impact

The cost of this analysis will not exceed \$38,500. \$35,000 will be funded with American Rescue Plan Act (ARPA) funds. The remaining \$3,500 will be funded from available budgeted funds in the General Fund Administration budget.

Attachments

1. Resolution Authorizing Execution of Agreement with Municipal Resource Group LLP
2. Services Agreement
3. Municipal Resource Group Proposal

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 07-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN AGREEMENT WITH MUNICIPAL RESOURCE
GROUP TO PREPARE A WHEATLAND FIRE AUTHORITY SUSTAINABILITY
ANALYSIS**

WHEREAS, the Wheatland Fire Authority provides critical fire protection and emergency response services to the citizens and businesses within the City of Wheatland; and

WHEREAS, on May 9, 2023, the Wheatland City Council authorized staff to issue a Request for Proposals for consulting firms to conduct an independent evaluation focused on identifying any changes in operations or structure that may be necessary to ensure the long-term sustainability of the Wheatland Fire Authority; and

WHEREAS, proposals were received from three firms; and

WHEREAS, after a thorough review of all proposals received and interviews with the three proposing consulting firms, it was determined that Municipal Resource Group LLP was the most qualified firm for this project.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that the Mayor is authorized to execute an agreement with Municipal Resource Group LLP in an amount not to exceed \$38,500 for preparation of a Wheatland Fire Authority Sustainability Analysis.

* * * * *

PASSED AND ADOPTED by the City Council of City of Wheatland on this 27th day of February 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Rick West, Mayor

ATTEST:

Lisa Thomason, City Clerk

**CITY OF WHEATLAND
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed and dated below by and between **City of Wheatland**, a California municipal corporation (“City”), and **Municipal Resource Group, LLC**, a California Limited Liability Company (“Contractor”), who agree as follows:

1. Scope of Work. Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2. Payment.

a. City shall pay to Contractor a fee based on:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$38,500. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by City. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

b. At the end of each month, Contractor shall submit to City an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by City for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by City upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by City based on the above fee and payment provisions. Compensation under this subsection shall not include any

termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4. Professional Ability of Contractor. Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. City has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5. Conflict of Interest. Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and City's conflict of interest code because Contractor will perform the Work independent of the control and direction of the City or of any City official, other than normal contract monitoring, and Contractor possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

6. Contractor Records.

a. Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. City may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to City ("Work Product") shall be the property of City, and City shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without City's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any

Work Product that is copyrighted by Contractor, City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then City shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to City in paper format, upon request by City at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to City in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8. Confidentiality of Information.

a. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the City or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by City. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by City. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

b. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.

c. If any person or entity, other than City or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

d. Unless otherwise directed in writing by the City, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the City that such materials have been destroyed.

9. Compliance with Laws.

a. General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

10. Indemnification.

a. Contractor shall indemnify, defend, protect, and hold harmless City, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of City or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

b. This subsection (b) applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11. Insurance.

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the Work performed by Contractor.

b. **Proof of Insurance.** Upon request, Contractor shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

13. Independent Contractor. Contractor's relationship to City is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages or benefits. Contractor shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and

benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

14. Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without City's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to City in the manner provided in Section 11 of this Agreement.

15. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

16. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by City to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

17. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

18. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

19. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

City:
City of Wheatland
Attn: Steve Wong
City of Wheatland, 111 C Street, Wheatland, CA 95692
E-mail: swong@wheatland.ca.gov

Contractor:
Municipal Resource Group
Attn: Doreen Birchell
P.O. Box 561, Wilton, CA 95693
E-mail: dbirchell@solutions-mrg.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

20. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

City of Wheatland:

Dated: _____

By: _____

Rick West
Mayor

Municipal Resource Group:

Dated: _____

By: _____

Mary Egan
Chief Executive Officer

Exhibit A

SCOPE OF WORK

Consultant will complete a review and analysis of the current JPA agreement and of the Wheatland Fire Authority structure and its ongoing ability to meet the needs of the City and region. The review will consider the topics as described in the following scope of work:

Consultants will engage with the Staff of the JPA including meeting with volunteers to understand concerns, limitations, desires, and available resources. The consultants will develop a modified strategic direction document that will include demographics of the region, a review of calls for service, and resource needs including personnel, apparatus, and physical facilities.

Consultant will develop a business plan for the organization that will take into account the items needed to provide fire and life safety services with estimates on long-term replacement costs, use of technology, comparisons of Cal OSHA requirements and current legislative mandates as well as non-funded State mandates and their impact to the organization.

Consultant will review the organization state of readiness, and make projections for future impacts, including relationships with private ambulance providers, the relationship with the County Local Emergency Medical Services Authority, the possibilities of an 'alliance ambulance model' to take advantage of Ground Emergency Management Transportation (GEMT) reimbursements, recent California legislation specific to Chapter 13 of the Health and Safety Code. The consultants will also look at nearby community colleges and fire science programs to make recommendations on strategic alliances that may assist with staffing both in the short term and long term.

Consultant will review the June 2023 Wheatland Fire Authority Engineer's Report and validate that study and review the cost-sharing structure with suggestions and or recommendations.

The key factors from the consultant's perspective are to engage the personnel so they have some assurance of a qualified and well-connected fire chief evaluating the organization and then doing the research necessary with a business plan, strategic direction, and assessment of the Joint Powers Agreement, with realistic and solid recommendations.

MRG will produce a written report after an on-site visit and after gathering documentation from the Fire Chief and Staff for a comprehensive overview of the current status of the Fire Authority with projections on service delivery and costs associated with the Fire Authority including our best estimate for capital expenditures for 5, 10 and 20 years.

- Executive Summary
- Demographics of the Fire Authority
- Fire Authority Vision
- Fire Authority Mission
- SWOT analysis from the Firefighters

- Fire Authority Overview and History
- 2024 planning process
- Fire Authority budget history
- Fire Authority calls for service.
- Firefighting Capacity, current staffing model
- Evaluation of the recruitment and retention progress
- Compensation of the paid staff
- Fire Authority Facilities, property, and apparatus
- Fire Authority service delivery model(s)
- Cost sharing within the JPA
- Suggested revenue enhancements.
- Recommendations for changes to the JPA agreement
- Financial analysis for the Fire Authority
 - Financial analysis of Wheatland Fire Authority - determination of Wheatland property owners' and non- property owners' revenue contributions.
 - Financial needs to maintain sustainability in a climate of mild but continuous growth.
 - Analysis of potential additional funding mechanisms, including but not limited to, grants, service call charges, loans, bond issues, special service districts and special tax measures.
- General fire service trends
- Goals and strategies for the future
- References
- Final Presentation
 - A draft report will be forwarded to the ad-hoc committee for review and comment prior to a formal presentation that can be delivered to the City Council/Fire Authority Board of Directors in a public meeting.

FEE

The estimated project fee of \$37,500 is based on a 150 hours of professional consulting services plus expenses up to \$1,000 for a suggested contract amount of \$38,500. MRG will only invoice for actual hours at \$250 per hour and expenses incurred on the project on a monthly basis. Reimbursable expenses include but are not limited to mileage reimbursement at the current IRS rate, postage, document production costs, parking, tolls, and travel as needed. All costs and expenses will be charged at MRG's cost. Additional work not included in this proposal, will be billed at the hourly rates of \$250 per hour and will begin only after being agreed upon between the City and MRG. Consultant shall be compensated hourly at a rate of \$295 per hour through completion of the Scope of Work.

**CITY OF WHEATLAND
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed and dated below by and between **City of Wheatland**, a California municipal corporation ("City"), and **Municipal Resource Group, LLC**, a California Limited Liability Company ("Contractor"), who agree as follows:

1. Scope of Work. Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2. Payment.

a. City shall pay to Contractor a fee based on:

Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$38,500. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by City. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

b. At the end of each month, Contractor shall submit to City an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, City shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by City for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by City upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by City based on the above fee and payment provisions. Compensation under this subsection shall not include any

termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4. Professional Ability of Contractor. Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. City has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5. Conflict of Interest. Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and City's conflict of interest code because Contractor will perform the Work independent of the control and direction of the City or of any City official, other than normal contract monitoring, and Contractor possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

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a. Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. City may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to City ("Work Product") shall be the property of City, and City shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without City's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any

Work Product that is copyrighted by Contractor, City reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If City reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then City shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to City in paper format, upon request by City at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to City in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8. Confidentiality of Information.

a. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the City or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by City. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by City. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

b. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.

c. If any person or entity, other than City or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

d. Unless otherwise directed in writing by the City, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the City that such materials have been destroyed.

9. Compliance with Laws.

a. General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

10. Indemnification.

a. Contractor shall indemnify, defend, protect, and hold harmless City, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of City or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

b. This subsection (b) applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11. Insurance.

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the Work performed by Contractor.

b. **Proof of Insurance.** Upon request, Contractor shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

13. Independent Contractor. Contractor's relationship to City is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages or benefits. Contractor shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and

benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

14. Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without City's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to City in the manner provided in Section 11 of this Agreement.

15. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

16. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by City to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

17. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

18. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

19. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

City:
City of Wheatland
Attn: Steve Wong
City of Wheatland, 111 C Street, Wheatland, CA 95692
E-mail: swong@wheatland.ca.gov

Contractor:
Municipal Resource Group
Attn: Mary Egan
P.O. Box 561, Wilton, CA 95693
E-mail: egan@solutions-mrg.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

20. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

City of Wheatland:

Dated: _____

By: _____
Rick West
Mayor

Municipal Resource Group:

Dated: 02/05/2024

By: Mary Egan
Mary Egan
Chief Executive Officer

Exhibit A

SCOPE OF WORK

Consultant will complete a review and analysis of the current JPA agreement and of the Wheatland Fire Authority structure and its ongoing ability to meet the needs of the City and region. The review will consider the topics as described in the following scope of work:

Consultants will engage with the Staff of the JPA including meeting with volunteers to understand concerns, limitations, desires, and available resources. The consultants will develop a modified strategic direction document that will include demographics of the region, a review of calls for service, and resource needs including personnel, apparatus, and physical facilities.

Consultant will develop a business plan for the organization that will take into account the items needed to provide fire and life safety services with estimates on long-term replacement costs, use of technology, comparisons of Cal OSHA requirements and current legislative mandates as well as non-funded State mandates and their impact to the organization.

Consultant will review the organization state of readiness, and make projections for future impacts, including relationships with private ambulance providers, the relationship with the County Local Emergency Medical Services Authority, the possibilities of an 'alliance ambulance model' to take advantage of Ground Emergency Management Transportation (GEMT) reimbursements, recent California legislation specific to Chapter 13 of the Health and Safety Code. The consultants will also look at nearby community colleges and fire science programs to make recommendations on strategic alliances that may assist with staffing both in the short term and long term.

Consultant will review the June 2023 Wheatland Fire Authority Engineer's Report and validate that study and review the cost-sharing structure with suggestions and or recommendations.

The key factors from the consultant's perspective are to engage the personnel so they have some assurance of a qualified and well-connected fire chief evaluating the organization and then doing the research necessary with a business plan, strategic direction, and assessment of the Joint Powers Agreement, with realistic and solid recommendations.

MRG will produce a written report after an on-site visit and after gathering documentation from the Fire Chief and Staff for a comprehensive overview of the current status of the Fire Authority with projections on service delivery and costs associated with the Fire Authority including our best estimate for capital expenditures for 5, 10 and 20 years.

- Executive Summary
- Demographics of the Fire Authority
- Fire Authority Vision
- Fire Authority Mission
- SWOT analysis from the Firefighters

- Fire Authority Overview and History
- 2024 planning process
- Fire Authority budget history
- Fire Authority calls for service.
- Firefighting Capacity, current staffing model
- Evaluation of the recruitment and retention progress
- Compensation of the paid staff
- Fire Authority Facilities, property, and apparatus
- Fire Authority service delivery model(s)
- Cost sharing within the JPA
- Suggested revenue enhancements.
- Recommendations for changes to the JPA agreement
- Financial analysis for the Fire Authority
 - Financial analysis of Wheatland Fire Authority - determination of Wheatland property owners' and non- property owners' revenue contributions.
 - Financial needs to maintain sustainability in a climate of mild but continuous growth.
 - Analysis of potential additional funding mechanisms, including but not limited to, grants, service call charges, loans, bond issues, special service districts and special tax measures.
- General fire service trends
- Goals and strategies for the future
- References
- Final Presentation
 - A draft report will be forwarded to the ad-hoc committee for review and comment prior to a formal presentation that can be delivered to the City Council/Fire Authority Board of Directors in a public meeting.

FEE

The estimated project fee of \$37,500 is based on a 150 hours of professional consulting services plus expenses up to \$1,000 for a suggested contract amount of \$38,500. MRG will only invoice for actual hours at \$250 per hour and expenses incurred on the project on a monthly basis. Reimbursable expenses include but are not limited to mileage reimbursement at the current IRS rate, postage, document production costs, parking, tolls, and travel as needed. All costs and expenses will be charged at MRG's cost. Additional work not included in this proposal, will be billed at the hourly rates of \$250 per hour and will begin only after being agreed upon between the City and MRG. Consultant shall be compensated hourly at a rate of \$250 per hour through completion of the Scope of Work.



January 30, 2024

Mr. Bill Zenoni
City Manager
City of Wheatland
111 C Street
Wheatland, CA 95692

RE: Revised Response to the Request for Proposal for the Wheatland Fire Authority Sustainability Analysis RFP

Dear Mr. Zenoni,

Thank you for the opportunity to respond to the Request for Proposal ("RFP") for the City of Wheatland ("City"). Municipal Resource Group, LLC ("MRG") is pleased to submit the required information to conduct the Sustainability Study Analysis for the Wheatland Fire Authority ("Authority"). We propose to assist the City with a review and analysis of the current JPA agreement for the Fire Authority and of the structure and its ongoing ability to meet the needs of the City and region. The table of contents on the next page will direct the reviewers to each requisite section.

Our MRG team, led by Consultant Jeff Meston has provided similar reviews and assessments to many fire organizations and public agencies.

By selecting MRG as your partner, you engage a team that provides immediate impact to your project and achieves outcomes that can be implemented in a timely manner. With more than 70 affiliated experts in every operational and organizational area, we can contribute to the success of your project, including research and analysis, and effective recommendations. MRG is a true full-service firm focused on your project success.

Please let me know if you would like to discuss MRG's approach to this engagement.

Respectfully submitted,

Mary Egan
CEO
MRG, LLC
916-261-7547
egan@solutions-mrg.com

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Attachment A - MRG Biographies

Attachment B - MRG Brochure

OVERVIEW OF MRG FIRM & QUALIFICATIONS

Municipal Resource Group, LLC is an experienced, full-service consulting firm dedicated to assisting client agencies in attaining their strategic goals. MRG was founded in 2009 by highly skilled and broadly experienced professionals. MRG has a team of professionals who work to address challenges for both public and private sector clients. Our consultants have extensive experience in all aspects of Organizational Assessment & Development, Human Resources, including staffing and effectiveness analyses. Our team is experienced in working with elected officials, agency executives, managers, and staff.

Firm Name:	Municipal Resource Group, LLC (“MRG”)
Physical Address:	8788 Elk Grove Blvd., Suite L, Elk Grove, CA 95624
Mailing Address	PO Box 561, Wilton CA 95693
Website:	www.Solutions-MRG.com
Business Phone:	866-774-3222
Project Manager:	Jeff Meston
E-Mail:	jeff.meston.northtahoe@gmail.com
Telephone Number:	(775) 636-3439
Range of Services offered:	Human Resource Services, Leadership & Organizational Assessments, Appointed Official Evaluations and Facilitations, Board Governance, Training, Coaching, Workplace Investigations, Project Management, Recruiting, Financial Management and Fiscal Sustainability, Strategic Planning, Recreation, Parks and Community Service, and Public Safety Studies.

MRG’s Consulting Philosophy

As a consulting firm, MRG brings talented consultants to assignments to meet clients’ needs. MRG differentiates its work based on the following principles.

Trusted Advisors

MRG prides itself on building long-term relationships with clients who turn to MRG for guidance and expertise. We work as “trusted advisors,” working directly with the leadership of organizations to help them manage their complex organizations and to adjust to change that is constantly knocking on the door.

Commitment to Public Service

We have also chosen to focus our work on local, regional & state agencies that are delivering public service to communities. We understand that our clients’ work is important and impactful – and our goal is to help organizations do that work with more grace and better effectiveness and efficiency.

Partnership for Impact

As seasoned executive leaders ourselves, we have no interest in writing reports that sit on shelves or are

not reality-based for action. MRG needs to work in a consultative partnership directly with management for organizational impact to occur. We see our role as true partners with the leadership team to work productively to help you find solutions for actionable impact in your organization.

Team of Management Practitioners + Executive Leadership Coaches

Today’s organizations require a robust understanding of people and teams, plus talented management, and leadership. The key to an organization’s success is the integration of management control, which creates value (efficiency, effectiveness, empowerment), and leadership which inspires change and a collective vision. By bringing a consultant team with management plus leadership coaching expertise, MRG can deliver tools, perspectives, and paradigms for the continued growth and support of an organization’s leadership team.

Strategic Organizational Development

Organizations are complex, multi-faceted organisms that take time and strategy to develop and shape.

While employees are focused on delivering services, there is “care and feeding” of the organization, structure, and systems that need to be done to support the workforce, mold culture, and deliver services/mission. MRG

brings deep organizational development and human resources experience to help organizations invest in their operations and strategic, hands-on development.



MRG Team

MRG seeks to provide its clients with professional transformational municipal support services. Many of our public-sector clients rely on us to review their historical processes and make practical recommendations to streamline practices and enrich services. MRG has over fourteen years of experience providing organizational assessment and human resources services in agencies and understands that each organization is unique. MRG strives to understand its clients’ expectations, organization, and practices. Our consultant team for this project also has extensive organizational assessment and analysis experience.

MRG is a perfect fit for the specific needs of the City of Wheatland. Mary Egan is the CEO overseeing this entire practice and provides high level leadership over every project. Jeff Meston will be the project manager and lead consultant for the MRG team and be responsible for coordinating all activities.

Biographies are included in our proposal as Attachment A.

Mary Egan (CEO) - Mary collaborates with organizations and their executive leadership, and in some cases appointed or elected Boards to achieve their full potential. Mary's specialties are facilitating performance evaluations and organizational analysis as well as coaching employers to address deficiencies and maximize their impact. She is a certified professional executive coach and uses these skills to help clients increase their level of performance and identify potential limiting blind spots. She also advises clients regarding investigations, employment-related risk mitigation, strategic planning, and interest-based problem resolution. Mary is a Certified Professional with the Society for Human Resources Management (SHRM) and is a founding member of the Association of Workplace Investigators (AWI).



Jeff Meston – (Project Manager and Lead Consultant) Jeff is a third generation firefighter who is the current Executive Director of the California Fire Chiefs Association (CFCA) and a past President of the CFCA. He is over a 45-year veteran of the fire service working for a County, City, Special District, Private Fire Department, Tribal Fire Department, and the State of California Fire Agencies. He has a conceptual talent for seeing "the big picture," pinpointing an organizational objective, setting goals, and identifying priorities to achieve it. He has extensive practical leadership experience in a wide variety of Fire, EMS and Emergency Preparedness organizations. He is collaborative and participatory in his approach to leadership, and he has outstanding interpersonal communication skills. Jeff has the ability to maintain a balanced, objective viewpoint in addressing problems and has proven success in changing a fire agency's culture. Amphitheater and MLK Jr, Medical Center Replacement Project. During his final years with Los Angeles County led the Asset Management Branch of the Chief Executive Office of 80 employees and focus the County's resources on re-investing in the aging infrastructure. During the first year of the COVID-19 pandemic, he was responsible for many aspects of the disaster response.



PROJECT UNDERSTANDING & SCOPE OF WORK

As the City of Wheatland prepares for growth in the years ahead, the City would like to complete a review and analysis of the current JPA agreement and of the WFA structure and its ongoing ability to meet the needs of the City and region. The review will consider the topics as described in the following scope of work:

- Consultants will engage with the Staff of the JPA including meeting with volunteers to understand concerns, limitations, desires, and available resources. The consultants will develop a modified strategic direction document that will include demographics of the region, a review of calls for service, and resource needs including personnel, apparatus, and physical facilities.
- Consultant will develop a business plan for the organization that will take into account the items needed to provide fire and life safety services with estimates on long-term replacement costs, use of technology, comparisons of Cal OSHA requirements and current legislative mandates as well as non-funded State mandates and their impact to the organization.
- Consultant will review the organization "state of readiness, and make projections for future impacts, including relationships with private ambulance providers, the relationship with the

County Local Emergency Medical Services Authority, the possibilities of an “alliance ambulance model to take advantage of Ground Emergency Management Transportation (GEMT) reimbursements, recent California legislation specific to Chapter 13 of the Health and Safety Code. The consultants will also look at nearby community colleges and fire science programs to make recommendations on strategic alliances that may assist with staffing both in the short term and long term.

- Consultant will review the June 2023 Wheatland Fire Authority Engineer’s Report and validate that study and review the cost-sharing structure with suggestions and or recommendations.
- The key factors from the consultant’s perspective are to engage the personnel so they have some assurance of a qualified and well-connected fire chief evaluating the organization and then doing the research necessary with a business plan, strategic direction, and assessment of the Joint Powers Agreement, with realistic and solid recommendations.

RELEVANT PAST WORK EXPERIENCES

Jeff Meston is the lead consultant on this project has a long history of working with volunteer and combination fire department organizations including serving as the Executive Director of the California State Firefighters Association, which is a trade organization that represents volunteer firefighters in the State of California. Meston has worked with numerous small fire agencies in a variety of forms of government. Meston currently is the Executive Director of the California Fire Chiefs and works closely with the Volunteer and Combination Branch of the Organization. Meston has been consulting since the late 1980’s on a variety of fire service issues. Enclosed is a comprehensive resume as to his qualifications.

Fire Chief of Novato Fire Protection District 1986-2006
Board Member Fire District Association of California
Board Chair Steve Metcho
Phone: (415) 858-4671
Email: nfdretired@aol.com

Fire Chief of South Lake Tahoe Fire Department 2013-2019
Current Fire Chief Jim Drennan
Phone: (530) 318-2334

PROJECT COMPLETION

Work is expected to be completed by April 2024. Deadlines will be mutually agreed upon between the City Manager and MRG. Project completion highly depends on staff availability for interviews and the City’s responsiveness in providing the data. All work except as noted above is expected to be conducted and performed remotely with connectivity provided via video conference.

ESTIMATE OF PROJECT COST

The estimated project fee of \$37,500 is based on a 150 hours of professional consulting services plus expenses up to \$1,000 for a suggested contract amount of \$38,500. MRG will only invoice for actual hours at \$250 per hour and expenses incurred on the project on a monthly basis. Reimbursable expenses include but are not limited to mileage reimbursement at the current IRS rate, postage, document production costs, parking, tolls, and travel as needed. All costs and expenses will be charged at MRG's cost.

Additional work not included in this proposal, will be billed at the hourly rates of \$250 per hour and will begin only after being agreed upon between the City and MRG.

LEGAL JUDGEMENTS

MRG, LLC has not had any legal judgements against the firm, sub-consultants, or any project team-member associated with project performance or professional liability that have occurred within the past five years.

REFERENCES FOR RELATED PROJECTS

As requested, here is the contact information for client references for which MRG has provided the same or similar services performed by MRG and Jeff Meston:

Monterey County Regional Fire Protection District
David Sargenti, Fire Chief
19900 Portola Drive
Salinas, CA 93908
Phone: (831) 455-1828
Email: dsargenti@mcrfd.org
Email: jdrennan@cityofslt.us

California Fire Safe Council
Jacy Hyde, PhD, Executive Director
3237 Peacekeeper Way, Suite 201
McClellan, CA 95652
Phone: (916) 648-3600
Email: jhyde@cafiresafecouncil.org

Boardman Fire Rescue District
Chief Mike Hughes
911 Tatone Street
Boardman, OR 97818
Phone: (406) 925-2370
Email: mhughes@boardmanfd.com

DELIVERABLES FOR THE WHEATLAND FIRE AUTHORITY

MRG will produce a written report after an on-site visit and after gathering documentation from the Fire Chief and Staff for a comprehensive overview of the current status of the Fire Authority with projections on service delivery and costs associated with the Fire Authority including our best estimate for capital expenditures for 5, 10 and 20 years.

- Executive Summary
- Demographics of the Fire Authority
- Fire Authority Vision
- Fire Authority Mission
- SWOT analysis from the Firefighters
- Fire Authority Overview and History
- 2024 planning process
- Fire Authority budget history
- Fire Authority calls for service.
- Firefighting Capacity, current staffing model
- Evaluation of the recruitment and retention progress
- Compensation of the paid staff
- Fire Authority Facilities, property, and apparatus
- Fire Authority service delivery model(s)
- Cost sharing within the JPA
- Suggested revenue enhancements.
- Recommendations for changes to the JPA agreement
- Financial analysis for the Fire Authority
 - Financial analysis of WFA- determination of Wheatland property owners' and non-property owners' revenue contributions.
 - Financial needs to maintain sustainability in a climate of mild but continuous growth.

- Analysis of potential additional funding mechanisms, including but not limited to, grants, service call charges, loans, bond issues, special service districts and special tax measures.
- General fire service trends
- Goals and strategies for the future
- References
- Final Presentation
 - A draft report will be forwarded to the ad-hoc committee for review and comment prior to a formal presentation that can be delivered to the City Council/Fire Authority Board of Directors in a public meeting.

Attachment A

Mary Egan – Chief Executive Officer

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (916) 261-7547

egan@solutions-mrg.com

Mary is highly skilled at Executive Coaching, Workplace Investigation, and Conflict Resolution and often uses those skills, along with her considerable experience, when advising her clients regarding employment-related risk mitigation, strategic planning, and interest-based problem resolution. Mary's specialties are assisting governing boards and government leaders with executive-level performance evaluations, organizational problem analysis, and skillful resolution, as well as coaching key employers to address deficiencies and maximize organizational impact.



As a Private Investigator licensed by the State of California, Mary has handled hundreds of workplace investigations for both private sector and public employers on all types of employment matters over the last several years, including claims of discrimination, harassment, retaliation, whistleblowing, substance abuse, threats of violence, assault, theft, fraud, violations of company policies, wage and hour violations, and other forms of alleged misconduct. Mary is experienced in testifying during administrative and judicial proceedings regarding completed investigations and provides expert testimony on the adequacy of workplace investigations, human resource practices, and public sector employment standards and expectations. She is also qualified as an expert in State Court on the adequacy of investigations.

Mary's commitment to and passion for improving the quality of workplace investigations nationwide is demonstrated by her role with the Association of Workplace Investigators (AWI, formerly, California Association of Workplace Investigators). She is a founding member of AWI, formed in October 2009, and spent four years developing the AWI's published standards for workplace investigations and serving as a faculty member at the Workplace Investigation Institute.

In addition to investigations and expert testimony, Mary facilitates staff retreats, team-based problem-solving, and labor management committees, works with elected boards to define the performance expectations of their key managers, and serves as a neutral factfinder in the resolution of employer/employee issues.

Prior to joining MRG, Mary held key positions with both the City of Sacramento and the City of San Jose, where she was the Employee Relations Officer and Chief Negotiator. While with Shannon Associates, Mary managed recruitments for high-level appointed executives, as well as complex HR assessments for large and complex clients. She continued her consulting services with high-profile clients after starting her own firm in 2001 and maintains long-term relationships with cities and counties in California. Mary is a recognized expert in municipal government interest arbitration.

In addition to her significant field experience with major clients, Mary earned a Bachelor of Science degree in Applied Behavioral Sciences from the University of California, Davis, where she was named "Outstanding Female Graduate," and a Master of Public Administration (MPA) degree from San Francisco State University. Mary is a founding member of the California Association of Workplace Investigators (CAOWI), participating as Chairperson of the Legislation Committee and member of the Best Practices Committee.

Mary is a frequent presenter at conferences, seminars, and meetings of several professional organizations, including the League of California Cities, the International Public Management Association (IPMA), the California Public Employers Labor Relations Association (CALPELRA), the Municipal Management Assistants of Northern California (MMANC), and the California State Association of Counties (CSAC). She serves as an external advisor to the California Democratic Party working group on sexual and racial harassment and misconduct. In 2018, Mary was recognized by the Sacramento Business Journal as a recipient of the Women Who Mean Business award.



Main Office
P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

Sacramento Area

Bay Area

Los Angeles Area

Jeff A. Meston – Fire Services

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (775) 636-3439

jeff.meston.northtahoe@gmail.com

Jeff Meston is a third generation firefighter who is the current Executive Director of the California Fire Chiefs Association (CFCA) and a past President of the CFCA. He is a 45 year plus veteran of the fire service working for a County, City, Special District, Private Fire Department, Tribal Fire Department, and the State of California Fire Agencies. He has a conceptual talent for seeing "the big picture," pinpointing an organizational objective, setting goals, and identifying priorities to achieve it. He has extensive practical leadership experience in a wide variety of Fire, EMS and Emergency Preparedness organizations. He is collaborative and participatory in his approach to leadership, and he has outstanding interpersonal communication skills. Jeff has the ability to maintain a balanced, objective viewpoint in addressing problems and has proven success in changing a fire agency's culture.



During his Fire Service career, Jeff successfully upgraded the volunteer firefighter program in two jurisdictions, and implemented the annual master planning session for Northern CA Training Officers, CA Fire Chiefs, Novato Fire District and South Lake Tahoe Fire Rescue. He administered a comprehensive disaster preparedness program that interfaced with the City and the County. Jeff also co-authored and implemented a Career Development Guide that was successfully negotiated with labor in two jurisdictions which focused on succession planning.

As a consultant, Jeff assisted with development of Promotional Testing for numerous agencies, a Fire Department Master Plan, and completed a study on the delivery of EMS. He facilitated an audit of the Fire Services Master Plan. Jeff served as Fire Service Consultant for many agencies, including working as a liaison between several insurance companies on wildfire risk. He has developed and field tested Quality Improvement Program for the for the State of CA Fire Service Training and Education System. Jeff implemented a cultural change program that was recognized with an Internatioanl Fire Chief Association Excellence Award. He also served as the Executive Director of the California State Firefighter's Association.

Jeff holds a MPA in public administration and an associate degree in Fire Science. He is a California Certified Fire Chief & National Fire Academy EFO. He has served as President of the Marin County and Lake Tahoe Regional Fire Chiefs Associations. Meston has served as a course developer and instructor at NFA residency programs and for CFSTES. Meston served as the Acting City Manager for South Lake Tahoe as well as its Fire Chief. Meston also served on the Board of Directors for FIRESCOPE and has served as the Executive Director for the CSFA. He served as a Deputy Chief working for CalOES Fire/Rescue on a variety of tasks. Meston also serves on the University of California San Diego WIFIRE Convergence Advisory Board, the First Responders Health Foundation Board and has been consulting in the fire service space for 35 years in fire administration, cultural change, planning and leadership. Meston was named to the inaugural class of the California Fire Chiefs Association Hall of Fame in 2023.



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Jmeston@northtahoe.net

Highlights of Qualifications

Competent, reliable, and a committed professional, with a proven record of success in assuming increasing levels of responsibility. Outstanding interpersonal communication skills, an effective team member who is comfortable with leading or collaborating. The ability to maintain a balanced, objective viewpoint in addressing problems. A conceptual talent for seeing "the big picture," pinpointing an organizational objective, and setting goals and identifying priorities to achieve it. Proven success in changing a fire agencies culture.

PROFESSIONAL EXPERIENCE

LEADERSHIP

- Past President, California Fire Chiefs Association, Northern Division, Fire Training Officers Section
- First Certified Firefighter II in the State of California
- Successfully upgraded the volunteer firefighter program in two jurisdictions
- Led the Centennial Celebration and State Championship Fireman's Muster in 1985
- Implemented the annual master planning session for Northern California Training Officers
- Served as program developer and instructor for management courses at the National Fire Academy and California State Fire Academy
- Guest speaker and instructor at the following conferences: Fire Department Instructors Conference, California Fire Chiefs Association, California Special Districts Association, Fire Districts of California and the International Association of Fire Chiefs
- Pioneered a public access defibrillator program for the community including establishing a non-profit foundation for the Fire District

- Course Developer, Instructor and Speaker at the National and State level
- Led the task force to implement Ethics Training for the California State Fire Marshal's Office Statewide Training Program
- Served on the Board of Directors for FIRESCOPE 2014-2019
- Serves as an advocate for California Fire Chief Certification
- Served as the Acting City Manager for the City of South Lake Tahoe
- Served as the Emergency Operations Manager for the City of South Lake Tahoe
- Served on the California Statewide Alert & Warning Guidelines Committee, Cal OES
- Past President, California Fire Chiefs Association
- Led the Advanced Planning Unit for the Caldor Fire to evacuate South Lake Tahoe for the Director of Cal OES, 2021
- Co-authored and principal author for the "The 2021 update to the Governor's Blue Ribbon Fire Commission Report with an all-hazard approach- California OES.
- Served at the Executive Director and CEO of the California State Firefighters' Association 2019-2021

ADMINISTRATION/MANAGEMENT

As Entrepreneur

- Led three major revisions of two jurisdictions Emergency Medical Service delivery system at the NFPD and CSLT
- Administered a comprehensive disaster preparedness program that interfaced with both the City and the County in two jurisdictions. The plan included emergency response, citizen preparedness and joint emergency operations management
- Co-authored and implemented a Career Development Guide that was successfully negotiated with labor in two jurisdictions which focused on succession planning.
- Served as the campaign manager of a successful tax ballot measure that ensured the long-term stable funding for the Novato Fire Protection District, March 2002

- Created revenue streams in every cost center within the Novato Fire District
- Developed and implemented a business plan that addressed policy issues, capital equipment and infrastructure needs for the long-term health of the NFPD and CSLT
- Was awarded a 2003 International Association of Fire Chiefs Excellence Award for the District's Strategic Visioning Program
- Led a 3-year process which led to the CFAI Accreditation of NFD
- Honored as Marin County Task Force Commander, California Urban Search and Rescue TF-1
- Received the City of South Lake Tahoe Leadership and Inspiration Award 2015

As Staff Member

- Managed and supervised all aspects of a full-service fire agency
- Involved in four major fire department construction projects
- Facilitated the development and adoption of an all-risk Standards of Cover document for the Novato Fire District and for the City of South Lake Tahoe Fire Department
- Facilitated the development and update of the NFD and CSLT Strategic Plan
- Represented the Fire Districts Association of California as the Chair of the California Fire Service Legislative Task Force
- Served on the Special Districts Leadership Foundation
- Past President, Marin County Fire Chiefs Association - Board member FDAC and Cal-Chiefs - Section Chief, Training Section, California Fire Chiefs Association - Liaison from the California Fire Chiefs Association to the Fire District Association of California
- Served as the President of the Lake Tahoe Regional Fire Chief's Association

COMMUNITY RELATIONS

- Pioneered a citizen disaster preparedness training program for both business and homeowner groups that won an IAFC national award
- Appointed by the Office of the California State Fire Marshal to serve on the State

Training and Education Committee (S.T.E.A.C.)

- Former Rotarian, Past President, Rotary Club of Ignacio
- Served as a membership Co-Chairman, Novato Human Needs Center
- Served on the annual Fourth of July committee to celebrate the Fire District's 75 years of service to the community, Grand Marshal City of South Lake Tahoe July 4th Parade
- Served as a committee member for Novato Nostalgia Days
- Served as Treasurer for the Novato Chamber of Commerce, facilitated the Annual Chamber of Commerce Strategic Plan and coordinated activities for the Leadership Academy
- Served as the California OES representative for California Seismic Network
- Served on the Fireman's Fund Insurance Company's Heritage Program as a technical expert
- Served on the County of Marin's Emergency Medical Care Committee
- Served as Founder and President Novato Fire Foundation 501 (c 3)
- Served on the South Shore Community Vision Committee
- Serves on the University of California San Diego WIFIRE Convergence Advisory Board of Directors

EMPLOYMENT HISTORY

2021	Executive Director California Fire Chiefs Association
2020-2022	Deputy Chief Retired Annuitant, Cal OES Fire Rescue
2019-2021	Executive Director California State Firefighters Association
2013-2019	Fire Chief, City of South Lake Tahoe Fire Rescue
2018	Served for 4 months as the Acting City Manager, CSLT
2009-2011	Fire Chief, Capstone Fire Management (private fire agency)

2009-2010 Interim Fire Chief, Los Coyotes Tribal Fire Department
1999-2006 Fire Chief, Novato Fire Protection District
1995-1999 Assistant Chief, NFPD
1989-1995 Division Chief, NFPD
1986-1989 Battalion Chief, NFPD
1981-1986 Fire Captain, Madera City Fire Department
1979-1981 Fire Engineer, MFD
1977-1979 Firefighter, MFD
1976-1977 Volunteer Firefighter, Alameda County OES

EDUCATION

Certified Fire Chief, California State Fire Marshal, 2004 (Number 16)
Chief Fire Officer Designation- International Association of Fire Chiefs, 2003
Master of Arts Public Administration-Columbia Pacific University, 1993
Executive Fire Officer-National Fire Academy, 1991
Certified Chief Officer-California State Fire Marshal, 1990
Bachelor of Arts Public Administration-Columbia Pacific University, 1989
A.A. Fire Science-Chabot College, 1976

CONSULTANT HISTORY

- Developed a study for the Santa Cruz County Fire Chiefs on the delivery of Emergency Medical Services
- Developed a City of Petaluma Fire Department Master Plan
- Facilitated and troubleshot County of Sonoma Fire Services Master Plan Issues
- Conducted Fire Department Team Building for Wilmar Volunteer Fire Department
- Developed Promotional Testing for Rancho Adobe Fire Department

- Developed Promotional Testing for Valley of the Moon Fire District
- Developed and field tested the Quality Improvement Program for the State of California Fire Service Training and Education System
- Developed Standard of Cover documents for Truckee Meadows, Sierra Fire and Washoe County Volunteer Fire Departments
- Served as a Fire Service Consultant for Fireman's Fund Heritage Program
- Served as a Fire Service Consultant to Fireman's Fund Personal Insurance, Wildfire Program
- Served as the Fire Chief for the Los Coyotes Tribal Fire Department that includes funding and establishing a new fire agency from incipient stages.
- Served as a Consultant to Firestop Wildfire Program
- Served as Capstone Fire Management Fire Chief, specializing in fire protection for the utilities (San Diego Gas and Electric and Southern California Edison)
- Served as a Consultant to several insurance companies on wildfire risk
- Served as an Associate Consultant to Diamante Partners, Sacramento California
- Served as a Consultant on fire department emergency response for the City of Cotati
- Conducted a fire station location study for the Carpinteria/Summerland Protection District with Diamante Partners
- Serves as an instructor for NWCG L580, San Diego Megafires; An All-Hazards Interactive Case Study- Leadership is Action
- Served as an expert witness for The Walters Law Firm, P.C. in Chicago, Illinois on a Federal Case
- Facilitated coaching for numerous Fire Chiefs on the "Art of Being a Fire Chief"
- Fire Service affiliated consultant for Municipal Resources Group, Sacramento, Calif

Honors

- Life member, California Training Officers Association

- Life member, California Fire Chiefs Association
- Life member, California State Firefighters Association
- Honored by NFD by establishing the Jeffrey A. Meston Fire Museum, Novato California
- Received the Lifetime Achievement Award for the California Fire Chiefs Association
- Received the Ed Bent Training Excellence Award, Outstanding Fire Instructor of the Year 2017
- Inducted into the Inaugural Class of the 2023 California Fire Chiefs Association Hall of Fame

Attachment B

MRG



MRG partners with 300+ clients, a broad range of public and private sector entities, to provide innovative and transformational solutions to leadership, governance, human resources, financial management and other complex organizational challenges.

focus

- Workplace Investigations
- Human Resources Services
- CEO Evaluations
- Training & Coaching
- Board Governance
- Financial Management
- Project Management
- Economic Development
- Parks & Recreation
- Public Safety
- Health & Human Services
- Organizational Audits
- Strategic Solutions
- Community Development and Planning

services

"... [MRG provides] a comprehensive approach and innovative solutions to resolve workplace disputes. Employers—both public and private—can benefit from MRG's practical and skilled conflict resolution services."

– **Deborah Maddux**
Van Dermyden Maddux Law Corp.

"Your steady, results-oriented approach brought us to a resolution in a year of unprecedented change for our organization."

– **Curt Aikens**
General Manager,
Yuba County Water Agency

"Good meeting yesterday. It could have been crazy, but with YOUR leadership, it was nothing. I would like to thank you again for the calm and productive meeting."

– **Trustee Davis**
Fresno Unified School District

results

300+ clients

Public Agencies + Private Sector clients depend on MRG for innovative, practical solutions.

PUBLIC AGENCIES:

Municipalities of all sizes	Infrastructure Agencies
Counties	Utility Districts
Governmental Associations	Construction Authorities
Water Districts	Parks Departments
Reclamation Districts	Professional Teacher Organizations
School Districts	Universities & Colleges
Fire Protection Districts	Community Services Districts
Transit Agencies	Development Agencies
Human Resource Departments	Wastewater/Sewer Departments
Public Safety Departments	County Coalitions
Library Networks	Resource Agencies
Chambers of Commerce	Communications Authorities
County & Municipal Courts	Irrigation Districts
Community Resource Projects	Healthcare Agencies
College Districts	Housing Authorities
LAFCOs	

PRIVATE SECTOR CLIENTS:

Law Firms
Non-Profit Organizations
Development Companies
Communications Corporations
Engineering Firms
Risk Service Groups
Property Management Corporations
Medical Centers
Preservation Groups
Family Resource Organizations
Health Care Networks
Farm Credit Bureaus
Car Dealerships
Insurance Providers
Fortune 500 Corporations
Finance Firms
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