



# Valley of the Moon Fire Protection District



**Board of Directors Meeting**

**July 9, 2019**



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

July 9, 2019

### TABLE OF CONTENTS



Regular Meeting Agenda .....	Page 2
Item 7 Agenda Summary – Approval of regular meeting minutes of 6/11/19.....	Page 4
Item 7 – 6/11/19 regular meeting minutes .....	Page 5
Item 10a Agenda Summary – Resolution 2019/2020-01 – Prop 4 Limit .....	Page 7
Item 10a – Price Factor and Population Information .....	Page 8
Item 10a – "P1" Calculation of Appropriation Limits.....	Page 12
Item 10a – Resolution 2019/2020-01 .....	Page 13
Item 10b Agenda Summary – Resolution 2019/2020-02 – Unit of Risk .....	Page 14
Item 10b – Unit of Risk Chief Report .....	Page 15
Item 10b – Resolution 2019/2020-02.....	Page 16
Item 10c Agenda Summary – Consulting budget increase and fee schedule study.....	Page 17
Item 10c – Scope of Work and Cost Proposal for System Valuation and Fee Study .....	Page 18
Item 10c – Triton Consulting Professional Services Agreement.....	Page 31

**MEETING AGENDA  
VALLEY OF THE MOON FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS**

Tuesday, July 9, 2019 at 6:00 P.M.  
Location: Sonoma Valley Fire & Rescue Authority Station 1  
630 2<sup>nd</sup> Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,  
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

**PUBLIC HEARING**

The Board will hold a public hearing for the purpose of setting a "Unit of Risk" special tax for fiscal year 2019/20, as stated in Ordinance 26-R, specifically Section VI, entitled "Report and Hearing on Special Tax." The Board is also holding a public hearing for the purpose of setting the Prop. 4 Limit for fiscal year 2019/20, pursuant to the provisions of State Government Code Section 7910.

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of June 11, 2019. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for June 2019

9. OLD BUSINESS

10. NEW BUSINESS

- a) Resolution 2019/2020-01 declaring Proposition 4 limit for fiscal year 2019/20. **Action Item with roll call vote**
- b) Resolution 2019/2020-02 setting the special tax “unit of risk” for fiscal year 2019/20. **Action Item with roll call vote**
- c) Approve increasing the consulting budget item by \$7,500 to allow the SVFRA to enter into an agreement with AP Triton Consulting for the purpose of updating the fee schedule and approve the agreement. **Action item**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

12. COMMENTS FROM THE FLOOR

13. COMMENTS/REPORTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on August 13, 2019 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority’s Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma, California.*

*Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.*

*In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.*



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

July 9, 2019



<b>Agenda Item No.</b>		<b>Staff Contact</b>	
7		Georgette Darcy, Admin. Analyst/Secretary to Board	
<b>Agenda Item Title</b>			
Approval of minutes for regular meeting of June 11, 2019			
<b>Recommended Actions</b>			
Approve the minutes			
<b>Executive Summary</b>			
The minutes have been prepared for Board review and approval.			
<b>Alternative Actions</b>			
Correct or amend minutes prior to approval			
<b>Strategic Plan Alignment</b>			
Not applicable			
<b>Fiscal Summary – FY 19/20</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
Not required			
<b>Attachments</b>			
Minutes for June 11, 2019 regular meeting			

# VALLEY OF THE MOON FIRE PROTECTION DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES

June 11, 2019

1. CALL TO ORDER

President Norton called the meeting to order at 6:08 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

No changes were made to the agenda.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

Approval of minutes for special meeting of May 14, 2019

**M/S/P Leen/Norton to approve minutes for special meeting of May 14, 2019. Passed 3 ayes**

8. FIRE CHIEF'S MONTHLY REPORT

Fire Chief Akre gave his activity report for May 2019.

9. OLD BUSINESS

None

10. NEW BUSINESS

- a) Approval of settlement agreement between District and Paul Pedroncelli in the amount of \$8,110.45 to resolve a wage dispute

**M/S/P Greben/Brady to approve settlement agreement between District and Paul Pedroncelli. Passed 5 ayes**

- b) Resolution 2018/2019-11 acknowledging Fire Chief's report regarding inspection of occupancies pursuant to state Health & Safety Code §13146.2 and §13146.3

**M/S/P Brunton/Brady to acknowledge Fire Chief's report regarding occupancy inspections. Passed 5 ayes**

- c) Resolution 2018/2019-12 adopting Valley of the Moon Fire District Preliminary Budget and approving SVFRA Budget for FY 2019/20

**M/S/P Norton/Greben to adopt 2019/20 VOM District preliminary budget and approve 2019/20 SVFRA budget. Passed 5 ayes**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

Chief Akre announced that the SVFRA will be hosting the Certificate of Achievement in Fire District Leadership program on August 2<sup>nd</sup> and 3<sup>rd</sup> at Station 1.

13. COMMENTS/REPORTS FROM THE BOARD

Director Leen reported that the chairperson of the Memorial Day Committee appreciated the SVFRA's participation in the holiday observance at the Sonoma Veterans Memorial Park on May 27<sup>th</sup>.

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 7:23 p.m. to a regular meeting on July 9, 2019, at 6:00 p.m., in the Training Room of Station 1, located at 630 2<sup>nd</sup> Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

\_\_\_\_\_  
President Norton

\_\_\_\_\_  
Director Brunton

\_\_\_\_\_  
Director Greben

\_\_\_\_\_  
Director Brady

\_\_\_\_\_  
Director Leen



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

July 9, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>
10A	Stephen Akre, Fire Chief

<b>Agenda Item Title</b>
Resolution 2019/2020-01 declaring Proposition 4 limit for fiscal year 2019/20

<b>Recommended Actions</b>
Adopt Proposition 4 limit

<b>Executive Summary</b>
The District is required to approve a Proposition 4 appropriation limit for each fiscal year. The Valley of the Moon Fire Protection District uses a formula provided by the County of Sonoma that incorporates the annual percentage change for California Per Capita Personal income and local population growth. Last year's appropriation limit is multiplied by these percentages to produce a limit for the current year.

<b>Alternative Actions</b>
Suggest using an alternate method to calculate Proposition 4 limit

<b>Strategic Plan Alignment</b>
Not applicable

<b>Fiscal Summary – FY 19/20</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (if required)</b>

<b>Attachments</b>
<ol style="list-style-type: none"> <li>1. Price Factor and Population Information</li> <li>2. "P1" Calculation of Appropriation Limits</li> <li>3. Resolution 2019/2020-01</li> </ol>





May 2019

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019.**

**Please Note:** The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER  
Director  
By:

Vivek Viswanathan  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

**2019-20:**

Per Capita Cost of Living Change = 3.85 percent  
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio:  $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio:  $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20:  $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>--- Population Minus Exclusions ---</u></b>		<b><u>Total Population</u></b>
	<b>2018-2019</b>	<b>1-1-18</b>	<b>1-1-19</b>	<b>1-1-2019</b>
Sonoma				
Cloverdale	1.27	9,141	9,257	9,257
Cotati	2.33	7,739	7,919	7,919
Healdsburg	2.20	12,232	12,501	12,501
Petaluma	-0.01	62,251	62,247	62,247
Rohnert Park	0.37	43,178	43,339	43,339
Santa Rosa	-0.79	177,017	175,625	175,625
Sebastopol	0.99	7,808	7,885	7,885
Sonoma	1.16	11,423	11,556	11,556
Windsor	0.74	28,356	28,565	28,565
Unincorporated	-1.24	142,870	141,103	141,781
County Total	-0.40	502,015	499,997	500,675

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2018 to January 1, 2019**

<b>County</b>	<b><u>Percent Change</u></b> <b>2018-19</b>	<b><u>--- Population Minus Exclusions ---</u></b> <b>1-1-18</b>	<b><u>1-1-19</u></b>
<b>Sierra</b>			
Incorporated	-0.27	746	744
County Total	-0.22	3,220	3,213
<hr/>			
<b>Siskiyou</b>			
Incorporated	0.05	20,044	20,054
County Total	-0.05	44,535	44,512
<hr/>			
<b>Solano</b>			
Incorporated	0.16	409,249	409,910
County Total	0.15	428,025	428,684
<hr/>			
<b>Sonoma</b>			
Incorporated	-0.07	359,145	358,894
County Total	-0.40	502,015	499,997
<hr/>			
<b>Stanislaus</b>			
Incorporated	0.92	436,899	440,926
County Total	0.88	554,108	558,972
<hr/>			
<b>Sutter</b>			
Incorporated	0.29	76,153	76,376
County Total	0.29	97,210	97,490
<hr/>			
<b>Tehama</b>			
Incorporated	0.42	22,158	22,251
County Total	0.42	63,928	64,197
<hr/>			
<b>Trinity</b>			
Incorporated	0.00	0	0
County Total	0.27	13,552	13,589
<hr/>			
<b>Tulare</b>			
Incorporated	1.25	329,965	334,099
County Total	0.79	474,991	478,766

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

"P1" CALCULATION OF APPROPRIATION LIMITS

	18-19	19-20
PER CAPITA INCREASE	1.0367	1.0385
POPULATION CHANGE	0.9978	0.9960
POPULATION FACTOR USED	(COUNTY TOTAL)	(COUNTY TOTAL)
<u>FIRE DISTRICTS:</u>		
71201 BENNETT VALLEY	1,686,577	1,744,504
71251 BODEGA BAY	2,991,828	3,094,585
71301 RANCHO ADOBE	4,466,857 *	4,620,276
71351 FORESTVILLE	1,107,897	1,145,949
71401 GLEN ELLEN	1,340,047	1,386,072
71451 GRATON	709,724	734,100
71501 RUSSIAN RIVER	1,810,714	1,872,905
71551 KENWOOD	674,745	697,920
71601 MONTE RIO	530,305	548,519
71651 RINCON VALLEY	5,117,837	5,293,614
71701 ROSELAND	2,603,956	2,693,391
71801 GOLD RIDGE	3,636,264	3,761,155
71851 VALLEY OF THE MOON	5,823,258	6,023,264
71901 WINDSOR	3,513,600	3,634,278
71951 GEYSERVILLE	1,015,123	1,049,988
72001 TIMBER COVE	253,781	262,497
72051 CLOVERDALE	1,914,930	1,980,700
72751 NORTH SONOMA COAST	3,000,000 *	3,103,038
<b>SUBTOTAL</b>	<b>42,197,443</b>	<b>43,646,755</b>
<u>REC &amp; PARK DISTRICTS:</u>		
72151 CAMP MEEKER	286,748	296,597
72251 MONTE RIO	344,716 *	356,556
72301 RUSSIAN RIVER	590,292	610,566
<b>SUBTOTAL</b>	<b>1,221,756</b>	<b>1,263,719</b>
<u>OTHER DISTRICTS:</u>		
72550 OCCIDENTAL CSD	400,393	414,145
72601 CAZADERO CSD	361,018	373,418
72701 COAST LIFE SUPPORT	2,138,261	2,211,702
76151 FORESTVILLE WTR	183,371	189,669
76901 BODEGA BAY P.U.D.	776,762	803,441
76951 PALM DRIVE HEALTHCARE	6,382,984	6,602,214
77051 NO SO CO HOSPITAL	18,207,714	18,833,076
78350 SMART	137,563,577	142,288,336
<b>SUBTOTAL</b>	<b>166,014,080</b>	<b>171,716,001</b>
<b>TOTAL LOCAL BOARDS</b>	<b>209,433,279</b>	<b>216,626,475</b>

\*Figure Adopted by district replaces limit calculated by the Auditor's Office.

Resolution Number: 2019/2020-01  
Dated: July 9, 2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON  
FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA,  
DECLARING THE PROPOSITION FOUR LIMIT FOR FISCAL YEAR 2019/20**

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**WHEREAS**, each fiscal year a “Proposition 4” limit must be established; and

**WHEREAS**, the Board of Directors of the Valley of the Moon Fire Protection District has chosen the California Per Capita Personal Income and the Sonoma County Population Percentage change factors in establishing the 2019/20 base appropriation limit; and

**WHEREAS**, the State Department of Finance, in Section 7901 of the Government Code specified that last year’s limit, times California Per Capita Personal Income, times population percentage changes be used in setting the District’s 2019/20 Proposition Four appropriation limit as follows:

$$(LYL) \$5,823,258 \times (CPI) 1.0385 \times (P) 0.9960 = (TYL) \$6,023,264$$

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Valley of the Moon Fire Protection District adopts the 2019/20 Proposition Four Limit as set forth in the provisions of Proposition 111, Article XIII B, to be \$6,023,264.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 9<sup>th</sup> day of July 2019, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted; and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Brian Brady, Clerk



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

July 9, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>
10B	Stephen Akre, Chief

<b>Agenda Item Title</b>
Resolution 2019/2020-02 setting the special tax “unit of risk” for fiscal year 2019/20

<b>Recommended Actions</b>
Set the unit of risk as recommended in Fire Chief’s report

<b>Executive Summary</b>
After reviewing projected revenues and expenditures for fiscal year 2019/20, the Fire Chief is recommending that the Board of Directors sets the special tax “unit of risk” at \$10, the maximum rate permitted by Valley of the Moon Fire Protection District Ordinance No. 26-R. Ordinance 26-R was passed by over two-thirds majority vote in November 1999. The unit of risk must be set annually before levying the tax each fiscal year.

<b>Alternative Actions</b>
Propose an alternate unit of risk

<b>Strategic Plan Alignment</b>
Not applicable

### Fiscal Summary – FY 19/20

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (if required)</b>

<b>Attachments</b>
<ol style="list-style-type: none"> <li>1. FY 19/20 Unit of Risk Chief’s Report</li> <li>2. Resolution 2019/2020-02</li> </ol>

July 9, 2019

To: Valley of the Moon Board of Directors  
From: Chief Akre  
Subject: Setting Special Tax “Unit of Risk” Rate for Fiscal Year 2019/20

**RECOMMENDATION:**

That the Board of Directors set the special tax “Unit of Risk” rate for the 2019/20 fiscal year at \$10.00, which is the maximum permitted by Valley of the Moon Fire Protection District Ordinance No. 26-R.

This will provide approximately \$320,000.00 in additional revenue.

**BACKGROUND:**

Due to a number of revenue-reducing impacts occurring over the past years, the Fire District found it necessary to rely on its reserve accounts to balance the annual budget. These impacts have and continue to include: contributions to the Sonoma County Successor Agency, the Educational Revenue Augmentation Fund, tax collection fees, as well as other fees levied against District revenue. In addition, the Valley of the Moon Fire Protection District has not been able to replenish the capital improvement accounts, which include critical items such as air packs, turnouts, and replacement of fire apparatus.

Ordinance No. 26-R was approved by over two-thirds majority vote in November 1999. This ordinance authorized the Board of Directors to levy a fire tax on each parcel within the boundaries of the District, based on an individual parcel’s use.

As required by Ordinance No. 26-R, each year the Board must set the “Unit of Risk” rate prior to levying the tax. Resolution 2019/2020-02 has been provided for this purpose.

**ANALYSIS:**

A preliminary budget has been developed for the consideration of the Board. The budget has been scaled to strike a balance between community expectations of service levels, contractual obligations of the District, and available financial resources. In order to fully fund the proposed activities of the District through the upcoming Fiscal Year, a \$10.00 rate for each “Unit of Risk” is necessary.



Resolution Number: 2019/2020-02  
Dated: July 9, 2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON  
FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA,  
SETTING THE SPECIAL TAX "UNIT OF RISK" FOR FISCAL YEAR 2019/20**

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WHEREAS, Ordinance Number: 26-R, authorizing the Board of Directors to levy a special tax each year on each parcel of real property within the District was approved by the voters November 2, 1999, and,

WHEREAS, provisions of Ordinance 26-R, specifically Section VI, entitled "Report and Hearing on Special Tax," requires the Board of Directors to hold a public hearing each year to set the unit of risk rate, prior to the imposition of the special tax, and

WHEREAS, the special tax may be levied at a rate not to exceed \$10.00 per unit of risk and shall be imposed in accordance with the schedule set forth in Exhibit "A" of Ordinance 26-R.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Valley of the Moon Fire Protection District have considered revenue needs for next fiscal year and hereby set the special tax "unit of risk" rate at \$10.00 per unit for fiscal year 2019/20.

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 9<sup>th</sup> day of July 2019, on regular roll call vote of the members of said Board:

President Norton	Aye _____	No _____	Absent _____
Director Brunton	Aye _____	No _____	Absent _____
Director Brady	Aye _____	No _____	Absent _____
Director Greben	Aye _____	No _____	Absent _____
Director Leen	Aye _____	No _____	Absent _____

Vote:                      Aye \_\_\_\_\_      No \_\_\_\_\_      Absent \_\_\_\_\_

**WHEREUPON**, the President declared the foregoing resolution adopted; and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Brian Brady, Clerk



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

July 9, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>
10C	Stephen Akre, Chief

**Agenda Item Title**

Approve increasing the consulting budget item by \$7,500 to allow the SVFRA to enter into an agreement with AP Triton Consulting for the purpose of updating the fee schedule and approve agreement

**Recommended Actions**

Approve budget increase and agreement

**Executive Summary**

In the process of updating the SVFRA fee schedule, staff determined that it would be beneficial to order a third-party valuation of the organization's fee structure, including ambulance fees.

AP Triton Consulting is staffed by fire service professionals with experience in the valuation and improvement of ambulance transport delivery systems. The firm has provided consulting services to several fire departments and districts in California.

The cost of this study will be \$10,000. There is \$2,500 in the 2019/20 SVFRA consulting budget, account 798-68901-313-50313. An increase of \$7,500 will be needed to complete the valuation and fee study. The Board is asked to consider and approve the budget increase and the AP Triton Consulting Proposal and Agreement.

**Alternative Actions**

Reject budget increase and agreement

**Strategic Plan Alignment**

This effort is in alignment with Goal 4, Objective 4C: Explore future budgetary opportunities.

**Fiscal Summary – FY 19/20**

Expenditures		Funding Source(s)	
Budgeted Amount	\$2,500	District General Fund	\$1,075
Add. Appropriations Req'd.	\$7,500	Fees/Other	\$1,425
	\$	Use of Fund Balance	\$7,500
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$10,000</b>	<b>Total Sources</b>	<b>\$10,000</b>

**Narrative Explanation of Fiscal Impacts (if required)**

**Attachments**

1. Scope of Work and Cost Proposal for System Valuation and Fee Study
2. Professional Services Agreement with AP Triton Consulting, LLC



**AP TRITON**  
VISION · INNOVATION · SOLUTIONS

1851 Heritage Lane, Ste 138 • Sacramento, CA 95815 • [www.APTriton.com](http://www.APTriton.com)

June 11, 2019

Stephen Akre, Fire Chief  
Sonoma Valley Fire and Rescue Authority  
630 2<sup>nd</sup> Street  
Sonoma, CA 95476

**SUBJECT: Scope of Work and Cost Proposal for System Valuation  
and Fee Study**

Dear Chief Akre:

It is my pleasure to submit our scope of work and cost proposal to prepare a system valuation and fee study for the Sonoma Valley Fire and Rescue Authority.

With our combined experience of over 90 years in the Fire Service, including the delivery of emergency medical services and all-risk fire/emergency response, AP Triton Consulting, LLC clearly understands the complexities of delivering pre-hospital emergency services, including first response and ambulance transport. Since 2014, our consulting firm has provided services for system design, implementation, and management of integrated emergency medical response systems. These system designs and implementations have resulted in local, county, and state governments deriving new revenues of several hundred million dollars – and allowed these government agencies to reinvest back into their systems to improve efficiency, patient care, and financial sustainability. We have provided consulting services for federal reimbursement in many states, resulting in reimbursement revenues in excess of \$1 billion dollars nation-wide. In addition, we have extensive expertise in developing governmental structures that ensure recovery of Medicaid reimbursement that meets the standards set by the Centers for Medicaid Services. These programs have been developed with the delivery of top-level integrated emergency response services in mind.

We are an innovative and visionary company with extensive experience in evaluating ambulance transport delivery systems, establishing economic value of these systems, and providing system design to produce the highest level of economically sustainable emergency medical services. The premiere systems we have designed provide a pathway for reinvesting the revenues into innovative projects such as integrated healthcare, community paramedicine, etc. Your Department needs a firm that possesses the key skill sets and experience to help you analyze your current deployment model for EMS services and recommend improvements that will maximize





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patient care and revenue. AP Triton Consulting, LLC is that firm. We have extensive experience in the following areas:

- Design, development, and implementation of EMS systems;
- RFP development for ambulance and billing services;
- Negotiating contracts for ambulance and emergency response services between public sector governments and private sector companies;
- Medicaid reimbursements;
- Development of defensible fee studies for our clients to ensure economic sustainability of their systems and the complexities of health care cost shifting strategies as they relate to these fees;
- Unit hour utilization;
- Inter-facility transports and management of all operational issues associated with ambulance transports;
- Development of recommendations for deployment of ambulance transports to maximize efficiency through high quality service while obtaining the highest level of revenue/cost recovery;
- Accurate forecasting of federal reimbursements for Ground Emergency Medical Transportation (GEMT) and Intergovernmental Transfer (IGT);
- Cutting edge understanding of the regulatory changes emerging from the California EMS Authority;
- Experience and knowledge of California's political and policy climate;
- Ability to prepare and deliver briefings and presentations, as well as make recommendations to gain support from the stakeholders and elected officials to support and adopt recommended changes.

AP Triton's proposal is all encompassing, allowing you maximum flexibility to set priorities as to which areas you want us to delve into and address.

We look forward to providing our consulting services to your agency. If you have any questions or need further information, please feel free to contact me at 562.307.4335 or by e-mail at [MDuRee@aptriton.com](mailto:MDuRee@aptriton.com).

Sincerely,

Michael DuRee  
CEO / Managing Partner

# PROPOSAL

*System Valuation and Fee Study  
for  
Sonoma Valley Fire Department*

by  
AP Triton Consulting, LLC

June 10, 2019



**AP Triton Consulting, LLC  
Proposal - System Valuation and Fee Study  
Sonoma Valley Fire Department**

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**TABLE OF CONTENTS**

<b><u>Section</u></b>		<b><u>Page</u></b>
Section 1	Description of Proposed Services <ul style="list-style-type: none"><li>▪ Project Overview</li><li>▪ Work Plan</li></ul>	1
Section 2	Implementation Plan and Schedule <ul style="list-style-type: none"><li>▪ Site Visit Schedule</li><li>▪ Project Schedule</li></ul>	2
Section 3	AP Triton Consulting, LLC Project Team <ul style="list-style-type: none"><li>▪ Project Team Bios</li></ul>	3 - 5
Section 4	Relevant Project Experience <ul style="list-style-type: none"><li>▪ Relevant Project Experiences</li><li>▪ Client List</li></ul>	6 - 8
Section 5	Cost Proposal <ul style="list-style-type: none"><li>▪ Billing Schedule</li></ul>	9

**AP Triton Consulting, LLC**  
**Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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***Section 1 – Description of Proposed Services***

**Project Overview**

AP Triton Consulting, LLC will perform a comprehensive analysis of the value of the Sonoma Valley Fire Department's Emergency Medical Services (EMS) system. By reviewing the Department's operating area for first responder and ambulance costs and revenue projections, we will be able to provide you with a solid valuation of the system. AP Triton will review financial, economic, and other information provided by your Department and determine the forecasted revenue of various cost recovery options.

**Work Plan**

AP Triton will begin by meeting with Sonoma Valley Fire Department staff to review the study's scope and ensure that the proposed work plan and project schedule are mutually agreeable. Throughout the duration of the project, AP Triton will monitor progress and the timely completion of tasks, including providing monthly status reports and oral communications.

AP Triton practices the rule of transparency with all clients. Sonoma Valley Fire project manager(s) will hear from AP Triton in a timely manner via phone and/or email to ensure there are no surprises or unanswered questions.

**Phase 1 – System Valuation and Fee Study**

AP Triton Consulting, LLC will perform a comprehensive analysis of the value of the Sonoma Valley Fire Department's ambulance service area. This will include current payer mixes, collections, and potential cost recovery options.

1. Work in conjunction with Sonoma Valley Fire Department staff to establish a recommended path forward, including timelines to implement recommended cost recovery options and assignments of Sonoma Valley Fire Department personnel for areas of responsibility.
2. Compile all data into a rough draft for submission to the Sonoma Valley Fire Department for review with AP Triton Consulting, after which a final report will be issued.
3. Present report to the Sonoma Valley City Council, if desired.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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***Section 2 – Implementation Plan and Schedule***

**Site Visit Schedule**

Phase 1 – System Valuation and Fee Study

- One trip - a City Council meeting and delivery of the final report, if requested
- Unlimited telephone and video conferencing is included

**Project Schedule**

AP Triton is prepared to start the project upon contract execution and receipt of first installment payment and has no commitments or potential commitments which would impact our ability to perform this scope of work. Compliance with the agreed-upon time frames hinge upon the ability of Sonoma Valley Fire Department staff to provide all information and data required in a timely manner.

A “draft report meeting” to review adjustments and modifications will then be scheduled. AP Triton will provide the final report within 30 days of the draft report meeting.



**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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***Section 3 – AP Triton Consulting, LLC Project Team***



**Kurt P. Henke, Principal**

Kurt P. Henke has over thirty-four years of experience in the fire service. He has held the ranks of Firefighter through Fire Chief. Prior to becoming the Fire Chief of the state's seventh largest fire department, Kurt served as Union President of one of the state's largest labor groups, serving multiple Cities and Districts. In addition, he was the Chairman of the California Metropolitan Fire Chiefs, was an Executive Board member of the California Fire Chiefs Association from 2011 through 2014, and was named the 2013 California Fire Chief of the Year.

After becoming Fire Chief, Kurt expanded the first responder paramedic and ALS services of his department, all while experiencing one of the worst economic down turns in recent history. He expanded the department's ambulance program into a revenue generating enterprise, bridging several financial shortfalls and making it the third largest fire-based ambulance system in California. Kurt identified, developed, and initiated State legislation to facilitate cost recovery for Ground Emergency Medical Transport (GEMT), which has generated hundreds of millions of dollars statewide to the California Fire Service ambulance providers. During his tenure, Kurt is also known for re-constituting relationships between all levels of governance and the private sector. These reciprocal, trust-based relationships increased collaborative opportunities locally and regionally for the District and statewide for the Fire Service as a whole. Upon his retirement from the Fire Service in October 2014, he formed AP Triton Consulting, LLC, with his business partner, Scott Clough. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services.

Kurt is currently the case manager for the anti-trust litigation filed by the California Fire Chiefs Association which endeavors to protect public sector (201) ambulance providers in the state of California.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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**Scott A. Clough, Principal**

A thirty-three year member of California's fire service, Scott started his career as a hand crew member in southern California and worked his way through the ranks. He has held the ranks of Firefighter/ Paramedic, Captain, Battalion Chief, and Chief of EMS. His last position held was that of Assistant Chief assigned to the Office of the Fire Chief with one of the largest fire departments in California.

Scott is most noted for his work in creating California's GEMT program, where he currently functions as the Public Sector Program Manager. While working as the Chief of EMS for his agency, he restructured his department's ambulance and EMS delivery system from the fire service norm of "breakeven at best" to one of revenue generation that put his department on par with the best private ambulance systems in the country, helping to establish it as the third largest fire-based ambulance system in California. His "run it like a business" strategy for EMS has earned him recognition by the California State Firefighters Association (CSFA) and California Fire Chiefs Association. Scott serves as the EMS Chair for CSFA and as an EMS advisor to California Fire Chiefs Association, California Metro Chiefs, and the League of California Cities. Scott has been a noted speaker to the California Ambulance Association, Nevada Fire Chiefs, Utah Fire Chiefs, California Fire & EMS Disaster (CFED) Conference, League of Cities, and the Fire District Association of California, and has written articles on EMS and cost recovery for several publications.

Upon retirement from the fire service, he formed AP Triton Consulting, LLC with his business partner, Kurt Henke. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services. Scott is the lead negotiator for the California Fire Chiefs Association in expanding the current GEMT program. Currently Scott is involved in establishing the same programs in Oregon, Washington, Missouri, Kansas, Nebraska, and Alaska. He is considered the premiere expert in these reimbursement programs.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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**Mike DuRee, CEO / Managing Partner**

Mike has over 30 years of experience in the Fire and EMS services. He is a veteran of the United States Marine Corps and served, honorably, during the first Gulf War. He was discharged from active duty in 1994, Mike joined the Long Beach Fire Department in 1994, after his discharge from active duty. He served in every rank and was selected to the position of Fire Chief in 2012. During his career, Mike was an instrumental part of both labor and management, serving as President and Vice President of the Firefighters Association prior to moving to the management ranks.

Mike is highly skilled at motivating others and is recognized for his ability to bring groups together to achieve common goals. He has an exemplary record of leading teams in the areas of public safety, emergency preparedness, team/relationship building, communication, and fiscal responsibility.

During his career, Mike was instrumental in developing and implementing cutting-edge programs that led to greater fiscal responsibility, greater accountability, and enhanced community expectations and trust. With his background in fire-based Emergency Medical Services, Mike developed new programs that focused on the care and treatment of low acuity, high propensity users of the system to minimize impacts on the service delivery system. Mike developed the first response unit, nationwide, to deal with the growing homeless population. The “HEART” team drew national attention and has become a best practice model that other cities and counties now embrace.

Mike served as President of the Los Angeles Area Fire Chiefs Association, President of the California Fire Chiefs Association, and is currently the EMS Section Chair of the International Association of Metropolitan Fire Chiefs, representing over 300 Fire Chiefs from the largest Fire Departments world-wide. Mike has both his Bachelor’s degree and Master’s degree in Public Administration and is certified at the State and Federal levels for Emergency Management and Public Information.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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***Section 4 – Relevant Project Experiences***

The following is a sampling of the projects that AP Triton Consulting has worked on.

**Contra Costa County Fire Protection District - Ambulance Service Feasibility Study**

AP Triton conducted a fire-based Ambulance Feasibility Study for the Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89-90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$19 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2021 to assist the Contra Costa County Fire Department in operating its ambulance transport system.

**Alameda County Fire Protection District - Ambulance Service Feasibility Study**

AP Triton conducted a fire-based Ambulance Feasibility Study for the Alameda County Fire Protection District (population over 1.5 million). After considering the options provided, an RFP was developed to recruit a private sector contractor.

**City of Anaheim Fire and Rescue - Ambulance Subcontracting Feasibility Study and Ambulance Subcontract RFP Process**

AP Triton conducted a fire-based Ambulance Subcontracting Feasibility Study for the City of Anaheim Fire and Rescue (population: 352,500). This included a comprehensive analysis of the value of the City of Anaheim's ambulance service area. A subcontracting ambulance model was developed, inclusive of all subcontractor estimates, billing costs, and overhead recommendations. Working with the City of Anaheim's Purchasing and Legal Departments, a Request for Proposal (RFP) was created for ambulance billing services. AP Triton assisted the City with the issuance of the RFP, served as the single point of contact for technical questions that the respondents had, and assisted City staff in the review of responses to ensure that all met the minimum qualifications required by the RFP. In addition, AP Triton assisted the City of Anaheim in the design of scoring sheets, established a review/interview panel, and served as consultants and facilitators of the interview process. Once the successful respondent was selected, AP Triton assisted the City of Anaheim in developing a contract that was then reviewed and approved by the City of Anaheim's legal department.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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**City of Costa Mesa Fire Department - Ambulance Service Feasibility Study**

AP Triton conducted a fire-based Ambulance Feasibility Study for the City of Costa Mesa Fire Department (population 112,000). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed us to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT and IGT programs. This study provided several options for the Department to consider; the Public-Private Partnership (contractor/subcontractor) model was chosen. AP Triton then assisted in the successful negotiations with the chosen private (subcontractor) partner.

**San Bernardino County Fire Protection District - EMS Valuation / Assessment Study**

AP Triton Consulting conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.

**California Fire Chiefs Association**

On behalf of the California Fire Chiefs Association, AP Triton serves as Project Manager for legal issues, such as 201 rights, anti-trust, and underground regulations, and as Lead Negotiator on all GEMT and IGT programs with the State of California Health and Human Services and Center for Medicaid Services.

**AP Triton Consulting, LLC**  
**Proposal – Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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**AP Triton Consulting, LLC Client List**

In addition to those agencies noted previously, AP Triton has worked with:

- *Alaska Fire Chiefs Association*
- Brea Fire Department
- California Fire Chiefs Association
- Citygate Associates
- City of Colton/Loma Linda Fire Department
- City of Downey Fire Department
- City of Fresno Fire Department
- City of San Jose Fire Department
- Exeter District Ambulance
- Fullerton Fire Department
- *Hawaii Fire Chiefs Association*
- Huntington Beach Fire Department
- *Idaho Fire Chiefs Association*
- *Kansas Fire Chiefs Association*
- Kern County Fire Department
- Laguna Beach Fire Department
- Lompoc Fire Department
- Los Angeles County Fire Department
- *City of Milwaukee Fire Department (Wisconsin)*
- *Missouri Association of Fire Chiefs*
- *Nebraska Fire Chiefs Association*
- *Oregon Fire Chiefs Association*
- PARSAC
- *Central Pierce Fire Protection (Washington)*
- San Ramon Valley Fire Protection District
- Santa Clara County Fire Chiefs Association
- Santa Cruz County Fire Chiefs Association
- City of Santa Monica Fire Department
- *Skagit County Department of Emergency Medical Services (Washington)*
- *Tualatin Valley Fire and Rescue (Oregon)*
- *Utah Fire Chiefs Association*
- *Washington Fire Chiefs Association*

**AP Triton Consulting, LLC**  
**Proposal - System Valuation and Fee Study**  
**Sonoma Valley Fire Department**

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***Section 5 – Cost Proposal***

**Phase I – System Valuation Cost/Billing**

Total cost of Phase 1 - \$10,000 in 3 installments

- \$4,000 due upon award of contract
- \$4,000 due upon delivery of draft valuation and prior to delivery of final valuation
- \$2,000 due upon delivery of final valuation

All invoices shall be due within thirty days from the date of the invoice submitted to the Sonoma Valley Fire Department.

The above itemizations do not include travel. Airfare, hotel, transportation, parking, meals, etc., shall be invoiced separately at actual costs.

The cost of any changes to this proposal will be priced individually, and agreed to in writing by both parties, before additional work is performed.

This proposal is good for a period of up to 30 days from the date of the proposal.

**PROFESSIONAL SERVICES AGREEMENT  
AP Triton Consulting, LLC**

This Agreement, dated as of June 11, 2019, is by and between Sonoma Valley Fire and Rescue Authority (“**CLIENT**”), and AP Triton Consulting, LLC (“**CONSULTANT**”), hereinafter collectively referred to as the “Parties.” The Agreement will be effective upon final execution by all parties.

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**2. ATTACHMENTS**

Attachments 1 and 2 are attached hereto and included by reference.

**3. CONSULTANT’S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES**

CONSULTANT agrees to perform all services described in Attachment 1, Scope of Work, for payment pursuant to Attachment 2, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT’S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Attachment 1.

**4. TERM**

This Agreement shall terminate upon completion of the Scope of Work as described in Attachment 1, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

**5. PAYMENT**

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Attachment 2.

**6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal lime off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.



CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

**7. INDEMNIFICATION**

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

**8. INSURANCE**

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000.00; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000.00 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. If requested by CLIENT, all insurance, except professional liability, shall name the CLIENT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the CLIENT.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the CLIENT'S representative as shown in Section 22 Notices; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the CLIENT.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, CONSULTANT shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CLIENT. The workers' compensation insurance shall: 1) provide that the insurance carrier

shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the CLIENT; and 2) provide for a waiver of any right of subrogation against the CLIENT to the extent permitted by law.

CONSULTANT shall promptly forward all insurance documents to the CLIENT.

**9. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

**10. TRAVEL EXPENSES**

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Attachment 2.

**11. TAXES**

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

**12. ACCESS AND RETENTION OF RECORDS**

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

**13. CONFLICT OF INTEREST**

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

**14. CONFIDENTIALITY**

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

**15. USE OF CLIENT PROPERTY**

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**16. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Attachment 2, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Attachment 2.

**17. CHOICE OF LAW**

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of California will govern.

**18. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

**19. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**20. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**21. SUCCESSORS AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.



**23. SIGNATORIES**

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

**CLIENT**  
**Sonoma Valley Fire and Rescue Authority**

**CONSULTANT**  
**AP Triton Consulting, LLC**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Stephen Akre  
Title: Fire Chief  
Date: \_\_\_\_\_

Name: Michael DuRee  
Title: CEO / Managing Partner  
Date: \_\_\_\_\_

## **ATTACHMENT 1**

### **Scope of Services**

AP Triton Consulting, LLC will undertake to provide technical expertise for system valuation and fee study consulting services to Sonoma Valley Fire and Rescue Authority.

#### **System Valuation and Fee Study**

AP Triton Consulting, LLC will perform a comprehensive analysis of the value of the Sonoma Valley Fire Department's ambulance service area. This will include current payer mixes, collections, and potential cost recovery options.

1. Work in conjunction with Sonoma Valley Fire and Rescue staff to establish a recommended path forward, including timelines to implement recommended cost recovery options and assignments of Sonoma Valley Fire Department personnel for areas of responsibility.
2. Compile all data into a rough draft for submission to the Sonoma Valley Fire and Rescue Authority for review with AP Triton Consulting, after which a final report will be issued.
3. Present report to the Valley of the Moon Fire Protection District Board, if desired.

## ATTACHMENT 2

### Payment Terms

**Payment for Services hereunder shall be in the Amounts and at the time as set forth below:**

Total cost of System Valuation and Fee Study - \$10,000 in 3 installments

- \$4,000 due upon award of contract
- \$4,000 due upon delivery of draft valuation and prior to delivery of final valuation
- \$2,000 due upon delivery of final valuation

All invoices shall be due within thirty days from the date of the invoice submitted to the Sonoma Valley Fire Department.

The above itemizations do not include travel. Airfare, hotel, transportation, parking, meals, etc., shall be invoiced separately at actual costs.

The cost of any changes to this agreement will be priced individually, and agreed to in writing by both parties, before additional work is performed.

Contact information for billing purposes is as follows:

CLIENT: Sonoma Valley Fire and Rescue Authority  
Attn: Georgette Darcy  
630 2<sup>nd</sup> Street West  
Sonoma, CA 95476

(707) 996-2102  
svfra@svfra.org