



PERSONAL SERVICES CONTRACT

This Personal Services Contract ("*Agreement*") made this ___ day of _____ 2013, by and between **Ramsey Fire Department, Bethel Fire and Rescue, Nowthen Fire Department, Oak Grove Fire Department, and St. Francis Fire Department, Minnesota** (collectively "*Client*" and individually a "*Client Party*"), and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called "*ESCI*". (Client and ESCI are referred to collectively as the "*Parties*" or individually as a "*Party*".)

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and *ESCI* hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct a **Shared Services Study**.
2. *ESCI* will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to *ESCI* the information, data, and assistance required as specified in the attached scope of work.
3. Ramsey Fire Department shall serve as *ESCI's* principal contact with the *Client*, and the primary liaison between *ESCI* and each *Client Party*.
4. Fees: The Client Party shall pay a sum not to exceed **Twenty Nine Thousand Four Hundred and Ninety Four Dollars (\$29,494) including expenses**. *Client Party* shall pay *ESCI* according to the following schedule:
 - A. 10% due at contract signing
 - B. Monthly payments as work progresses
 - C. Payment shall be made within 30 days of receipt of invoice
5. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. The laws of **Minnesota** shall govern this agreement.
7. *ESCI* shall comply with all federal, state, and local laws applicable to the work under this agreement.
8. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to *ESCI*. Payment for all work and expenses shall be due immediately upon termination by Client. Any Client Party also may terminate this Agreement only as to that Client Party by providing 30 days prior written notice to *ESCI* and all other Client Parties. The terminating Client Party shall be responsible for paying its pro rata share of all costs and expenses actually incurred by *ESCI* prior to its receiving the notice of termination from the Client Party.
9. Amendment. This agreement may be amended by mutual written agreement of all parties.

10. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client or a Client Party, and will not be under the direct control of Client or a Client Party. Because *ESCI* is an independent contractor, neither the Client nor a Client Party will be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of a Client Party.
11. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client Party and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
12. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
13. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

Ramsey Fire Department

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Bethel Fire and Rescue

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Nowthen Fire Department

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Oak Grove Fire Department

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

St. Francis Fire Department

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Scope of Work

Feasibility Study for Shared or Cooperative Fire and Emergency Services

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will converse with the management teams of the various governments and organizations involved in the study or their project liaisons to gain a comprehensive understanding of the organizations' backgrounds, goals, and expectations for the project. ESCI's project manager will develop and refine a proposed work plan that will guide the project team. This work plan shall be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request the following information and data from each organization's assigned project manager. This data will be used extensively in the analysis and development of the project documents. The data and information relevant to this project will include, but not be limited to, the following:

- Financial data, including debt information, long-range financial plans and projections
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Facilities and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Task 1-C: Stakeholder Input

The ESCI project team will conduct site visits in each community and department for the purpose of conducting interviews with, and gathering information from, key personnel including:

- Elected or appointed officials
- Fire department managers and other key staff
- Finance function managers
- Others as they may contribute to this project

The project team will interview key stakeholders of each organization associated with this study. From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues

facing the agencies. In addition, the project team will learn more about availability of the requested data necessary to meet projected goals.

Phase II: Evaluation of Current Conditions

The initial phases of the study focus on a baseline assessment of the current organizational conditions and current service performance of each agency and the study area as a whole. ESCI will conduct an organizational evaluation of the departments based on the elements included in the following tasks. The purpose of this evaluation is to assess the agencies' operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Organization Overview

An overview of each organization and community will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the fire agencies
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources

Task 2-C: Capital Assets and Capital Improvement Programs

ESCI will review status of current major capital assets (facilities and apparatus) and analyze the existing condition of these assets and their viability for continued use in future service delivery, including:

Facilities – Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Code compliance
- Staff facilities
- Efficiency
- Future viability

Apparatus/Vehicles - Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance programs

Task 2-D: Staffing and Personnel Management

ESCI will review each department's staffing levels. Areas to be considered include:

- Review and evaluate operational staffing levels
- Review staff allocation to various functions and divisions
- Analyze current staffing performance for incidents

- Application and recruitment processes
- Testing, measuring, and promotion processes
- Member retention efforts and programs

Task 2-E: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance of the departments, either individually or when operating in concert with one another in the study area (the collective jurisdiction of all organizations included in the study). Areas to be reviewed shall include, but not necessarily be limited to:

- Demand Study
 - Analysis of current service demand by incident type and temporal variation for each organization
 - Analysis and geographic display of current service demand density within the overall study area
- Distribution Study
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.
- Performance Summary
 - Analysis of actual system response time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each jurisdiction individually and for the study area as a whole.
- Existing mutual and automatic aid systems

Task 2-F: Support Programs

ESCI will review and make overall observations involving support programs within each organization for the critical areas of training, life safety services, and communications. Items to be reviewed include:

Training

- General training competencies
- Training administration
- Training schedules
- Training facilities
- Training recordkeeping

Life Safety Services (Fire Prevention)

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and Life-Safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis

Phase III: Opportunities for Cooperative Efforts

ESCI will use the completed evaluation of each agency to identify opportunities and feasibility for cooperative efforts. The ESCI project team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Items in this section of the report include but are not limited to the areas listed below. The detailed information provides department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 3-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Complete autonomy
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification or merger

Task 3-B: Facility and Deployment Options

ESCI will develop feasible option(s) for resource deployment that will maintain or improve the region's level of service as a whole. This may include, but is not necessarily limited to, specific options regarding:

- Relocations of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel

Task 3-C: Options for Shared Services

The study takes into account the many shared issues that face each agency, and how such matters affect the effort to construct a regional model for efficient service. These issues are identified and analyzed. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- Estimated timeline for completion
- Affected section, i.e. Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy
- Summary of strategy
- Guidance
- Fiscal considerations
- Social considerations
- Policy actions

Task 3-D: Fiscal Analysis

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs for each fire agency, and as a tool for analyzing the financial effects of any type of consolidation or cooperative effort. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and comprehensive financial outcomes are provided for each consolidation strategy offered.

- Review and analyze department budgets and revenues
- Review separate budgets
- Develop projected consolidated budget extending to a minimum of five years
- Identify financial issues of consolidation
- Identify areas of short and long-term savings and costs

Fiscal analysis is an important component of the emergency services evaluation. Long-term survival of an emergency services system requires that the system be adequately funded. ESCI determines the fiscal state of each agency, and develops recommendations on improving the financial resources available for emergency services. All recommendations are consistent with the municipalities' financial capability to provide adequate, cost effective services to citizens. In addition, budgeting practices are thoroughly examined, and alternate methodologies may be suggested.

In addition to the fiscal state evaluation of each agency, ESCI will present an evaluation of various funding alternatives to assist the region in the sharing of the cost of providing any consolidated or merged emergency services. Presented alternatives will include, but not necessarily be limited to, the following:

- Funding based on:
 - Redirected funds
 - Charitable foundations
 - Mill levy
- Cost allocation based on:
 - Area
 - Assessed value
 - Deployment
 - Service demand
 - Fixed rate
 - Population
 - Multiple variables

Task 3-E: Findings, Recommendations, and Plan of Implementation

Any cooperative venture among the agencies presents the organizational leaders with a series of challenges. Successful implementation of this proposal will require that significant matters be addressed regardless of which form of consolidation is chosen. Those issues will be identified here.

- Findings
 - Feasibility of each option will be presented
- Preferred Option
 - The preferred option or options will be presented and discussed at length
- Policy Action
 - Necessary policy action by the elected bodies will be described. In addition, a general description of the operating procedures necessary to initiate shared services will be provided.

- Timelines
 - The recommendations outlined in this section provide general completion timelines offered to guide the agencies in developing a more detailed listing during the formal planning process
- Process Issues
 - Strategic planning, legal considerations, management and governance, funding and other issues will be provided in detail

Phase IV: Development, Review, and Delivery of Final Project Report

Task 4-A: Development and Review of Draft Project Report

ESCI will develop and produce one copy of a draft version of the written report for review by each agency. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization through the use of web-based conferencing. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

Task 4-B: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce three publication-quality bound, final versions of the written report for each organization, along with an electronic version in pdf file format.

A formal presentation of the project report will be made by ESCI project team member(s) to a joint meeting of the community leaders and/or organizations included in this study. The presentation will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)