



STAFF REPORT

DATE: August 7, 2019

CONSENT

AGENDA ITEM: Request for Proposals/Qualifications for Fire Department Operational Study
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

One of the highest priority goals of the City's 2019-2020 work plan is to study and address fire service staffing needs. The council discussed the scope of services to be included in an operational audit of the fire department at their July work session. A proposed Request for Proposal (RFP) is included in your packet.

ISSUE BEFORE COUNCIL:

Should the Council authorize the issuance of a Request for Proposals (RFP) for a Fire Department Operational Audit?

PROPOSAL DETAILS/ANALYSIS:

After reviewing audits from other cities and getting feedback from Council staff is proposing the following scope of service:

- Review response times and benchmark against comparable communities and industry standards.
 - Identify cost effective benchmarks the department should follow on an ongoing basis and determine how the department currently measures up to those standards.
 - Identify a set of cost effective measurable goals that balance efficiency, effectiveness and safety. These goals should meet the needs of the department as well as be in the best interest/value of the city as a whole.
- Review department organizational structure and workplace culture and make recommendations on potential improvements.
- Review current staffing compared to similar cities/departments in Minnesota and assess what is needed going forward for recruitment and retention:
 - Evaluation of current Paid On-Call pay rate and Part time wages
 - Evaluation of current pension benefit amount, formula and increases.
 - Recommend changes to current recruitment strategies and compensation and benefit structures based on real-world success with alternate models.
- Analysis of current staffing levels and recommendation of appropriate levels to ensure effective response times; compare staffing levels to similar metropolitan departments.
- Review of training procedures and record keeping and provide recommendations on the improvement thereof.
- Review the existing Standard Operating Guidelines (SOG's) and make recommendations for improvements or enhancements.
- Provide estimate of costs associated with receiving comparable services from an outside agency/fire department.
- Analyze short-term, mid-term and long-range cost implications to any recommendations.

If approved, staff would advertise the RFP the following day. Submittals would be due in September with final selection of a firm anticipated at the October 1st Council meeting.

FISCAL IMPACT:

To be Determined upon selection of firm

OPTIONS:

- 1) Authorize staff to issue an RFP for an Operational Audit of the Fire Department
- 2) Amend the RFP then Authorize staff to issue it
- 3) Do not authorize issuance of an RFP for an Operational Audit of the Fire Department

RECOMMENDATION:

If removed from the consent agenda:

“Motion to authorize issuance of an RFP for an Operational Audit of the Fire Department.”

ATTACHMENTS:

- RFP for Operational Audit of Fire Department.



Request for Proposals

Fire Department Operational Audit

City of Lake Elmo, MN

August 8, 2019

Introduction

The City of Lake Elmo is seeking proposals from qualified firms or individuals interested in conducting an audit of fire department operations and providing comprehensive analysis and recommendations to City staff and the City Council. The City is looking for expertise in evaluating its existing fire service delivery structure, providing analysis on alternatives structures, identifying structural and operational efficiency and effectiveness opportunities and recruitment and retention efforts.

Proposals should be submitted by pdf in a format suitable for emailing and for printing copies. This may be emailed to khandt@lakeelmo.org and must be received no later than 4:00 pm on September 12, 2019 to be considered.

All inquiries about the project or the request for proposal should be directed only to:

Kristina Handt
City Administrator
khandt@lakeelmo.org
651.747.3905

All questions are to be submitted in writing (email is acceptable) and must be received by 4:00 pm on Friday, August 23, 2019. City responses/clarifications to questions will be forwarded to all firms by the end of the day on Tuesday, August 27, 2019.

The unauthorized communication with any other staff or elected official besides the listed contact is grounds for rejection of the proposal.

The City of Lake Elmo reserves the right to reject any or all proposals submitted.

Following a review and ranking of the proposals by City Staff a recommendation for award will be made to the City Council. A final decision for award of the work will be made by majority vote of the City Council following successful negotiations of the terms including costs with the preferred Consultant. The City reserves the right to award the work based on the best combination of qualifications, response to the scope of services and cost at the sole discretion and in the best interest of the City.

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

This Request for Proposal is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of Proposals and interviews. Proposals received after the deadline will be disqualified from

consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

It is anticipated the selection of a firm will be completed by October 1, 2019.

Description of the Government and Project Background

A. Principal Contact

The principal contact with the City will be Kristina Handt, City Administrator, at (651) 747-3905 or khandt@lakeelmo.org, who will coordinate the assistance to be provided by the City to the Consultant.

B. Description of Government

The City of Lake Elmo, incorporated in 1926, is a Minnesota Statutory City with an Optional Plan A form of government. It has a mayor elected at large for a four-year term and four council members also elected at large for four-year terms. As the policy-making body of the City, the City Council is responsible for the overall operation of the City; however, the City Council does not become involved in the day-to-day administration. The City Administrator is responsible for carrying out the Council's policies and for the administration of all City business.

The City encompasses approximately 25 square miles. The City has a population of approximately 10,500 and is located in central Washington County. The City has approximately 85 miles of streets, is home to Lake Elmo Regional Park in the center of the city along with over a dozen city parks throughout the community and has four recreational lakes. The city has both urban and rural areas. The significant population centers are located along I-94, the Old Village area and Tri Lakes area in the northwest corner of the city.

More information about the City of Lake Elmo can be obtained on our website at www.lakeelmo.org

C. Background Information

The City of Lake Elmo Fire Department provides emergency fire, rescue and medical response and protection to the City of Lake Elmo. The Fire Department staffing consists of a full time chief, part time administrative assistant, 2 support personnel including a chaplain, 18 Paid on Call (POC) firefighters and 6 part time firefighters who work shifts in the station from 6am to 6pm, seven days a week. The Department uses as part of its operations two engines, two tenders, a ladder truck, two grass rigs, two duty vehicles and a variety of other specialized vehicles. The City of Lake Elmo has been assigned an ISO rating of 05.

Scope of Work

The City of Lake Elmo is seeking professional services for evaluation of the provision of fire services in the city. The following scope of services describes the areas for evaluation based on

best practices and the most efficient and effective delivery of services. The evaluation should include engagement with City staff, including executive staff and Fire Department employees, as well as with elected officials and members of the Public Safety Committee.

- Review response times and benchmark against comparable communities and industry standards.
 - Identify cost effective benchmarks the department should follow on an ongoing basis and determine how the department currently measures up to those standards.
 - Identify a set of cost effective measurable goals that balance efficiency, effectiveness and safety. These goals should meet the needs of the department as well as be in the best interest/value of the city as a whole.
- Review department organizational structure and workplace culture and make recommendations on potential improvements.
- Review current staffing compared to similar cities/departments in Minnesota and assess what is needed going forward for recruitment and retention:
 - Evaluation of current Paid On-Call pay rate and Part time wages
 - Evaluation of current pension benefit amount, formula and increases.
 - Recommend changes to current recruitment strategies and compensation and benefit structures based on real-world success with alternate models.
- Analysis of current staffing levels and recommendation of appropriate levels to ensure effective response times; compare staffing levels to similar metropolitan departments.
- Review of training procedures and record keeping and provide recommendations on the improvement thereof.
- Review the existing Standard Operating Guidelines (SOG's) and make recommendations for improvements or enhancements.
- Provide estimate of costs associated with receiving comparable services from an outside agency/fire department.
- Analyze short-term, mid-term and long-range cost implications to any recommendations.

General Requirements of Submittal

Responses to this request for proposals should include the following information in the order prescribed. Submissions must be received by 4:00 p.m. on September 12, 2019 for a proposal/response to be considered by the City:

- Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposals.
- Name and contact information of the firm's project manager that would be assigned to the project.
- A statement of qualifications of the firm and the project manager and other key team members assigned to perform the work including 1-page resumes of key individuals
- A statement of the firm's understanding of the work required and the manner in which the firm plans to approach it. Describe how the firm will approach project and

implementation related to meeting deadlines, developing project layout, approach to evaluating/selecting alternatives and the firm's expectation of the City's responsibilities.

- Proposed work plan that identifies the tasks necessary to respond to the Scope of Services and to meet the project requirements as described in this RFP. A final work plan will be developed following selection of the Consultant.
- Identification of the deliverables
- References from at least three (3) clients from similarly sized and situated cities with similar projects, within the last five (5) years, that are familiar with the firm's quality of work and the firm's performance including schedule and budget control. Include the contact name and telephone number.
- Schedule: A thorough and detailed schedule should be presented outlining key milestone completion dates and proposed deliverables.
- Provide any additional information that you feel is pertinent in the City's decision on selecting a Consultant.

Fee and Timeline

Please submit the fee for your services on this project and include a timeline for these services. The consultant shall break down the fees as follows:

- Proposed cost of each scope of work listed above
- Hourly rates for all consultant employees who are expected to work on the project. These rates shall be the agreed upon rates for any additional services requested by the City of Lake Elmo above what is detailed in the RFP.
- Reimbursable costs include detail of service or item and applicable charge per unit.
- Not to exceed cost for the Project.

Completion is anticipated within approximately of 120 to 180 days of an executed agreement.

Proposal Submission Directions

Please send an electronic copy (PDF) of your responses to this Request for Proposal. Proposals are to be received at the offices of the City of Lake Elmo no later than 4:00pm on September 12th, 2019. Proposals may be emailed to khandt@lakeelmo.org or sent to:

City of Lake Elmo
Attn: RFP-Fire Department Operational Audit
3880 Laverne Ave N, Suite 100
Lake Elmo, MN 55042

Please direct questions to Kristina Handt 651.747.3905

Following the review of the received Requests for Proposals by the City, firms may be contacted for additional information or to participate in an interview process.

General Evaluation Criteria

- Thoroughness and understanding of the tasks to be completed;
- Background and experience in organizational analysis and evaluation;
- Staff expertise and overall experience of personnel assigned to the work;
- Time required to accomplish the requested services;
- Responsiveness to requirements of the project;
- Recent public sector experience, preferably in a municipal setting, conducting similar studies, and;
- Cost of the Proposal.

Rights of Review

The City of Lake Elmo reserves the right to reject any or all quotes, to request additional information from any or all applicants or waive any informality in the bids as is determined to be in the best interest of the City.

Affirmative Action

The City of Lake Elmo requires affirmative action and, therefore, the contractor selected shall not discriminate under the contract against any person in accordance with federal, state, and local regulations.

Contract Execution

The contractor chosen will be required to enter into a contract with the City of Lake Elmo for the proposed work prior to commencement of any work (see attached draft contract). The contractor chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements. The information below is being provided as part of this request for proposals to give contractors an understanding of the City's expectations with respect to contract execution.

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and contractor be unable to agree upon the entire contract, the City reserves the right to discontinue negotiations, select another contractor, or reject all of the proposals. Upon completion of negotiations agreeable to the City and the contractor, a contract shall be executed.

B. Contracting Ethics

1. No elected official or employee of the City of Lake Elmo who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Lake Elmo employee or Council person, or for any City of Lake Elmo employee or Council person to solicit, demand, accept, or agree to accept from another person or

firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

3. The contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City of Lake Elmo.

PROFESSIONAL SERVICES AGREEMENT

Lake Elmo Fire Department Operational Audit

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF Lake Elmo**, a Minnesota municipal corporation ("City") and _____.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to conduct a Fire Department Operational Audit. The scope of services includes the following:

- Review response times and benchmark against comparable communities and industry standards.
 - Identify cost effective benchmarks the department should follow on an ongoing basis and determine how the department currently measures up to those standards.
 - Identify a set of cost effective measurable goals that balance efficiency, effectiveness and safety. These goals should meet the needs of the department as well as be in the best interest/value of the city as a whole.
- Review department organizational structure and workplace culture and make recommendations on potential improvements.
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- Review the existing Standard Operating Guidelines (SOG's) and make recommendations for improvements or enhancements.
- Provide estimate of costs associated with receiving comparable services from an outside agency/fire department.
- Analyze short-term, mid-term and long-range cost implications to any recommendations.

The Consultant agrees to perform the Audit and prepare the Report consistent with the RFP issued by the City and the Consultant proposal dated _____.

2. COMPENSATION. Consultant shall be paid _____ by the City in accordance with the Consultant's proposal, except that following submittal and acceptance by the City of the Draft Study the City shall pay the Consultant _____, and shall pay the remaining _____ upon presentation and acceptance of the Final Study and Presentation.

3. COMPLETION DATE. The Consultant must complete the services on or before _____ for the Audit report. The obligation to provide further services under this Agreement may be terminated by City without cause upon written notice to the Consultant. Upon termination Consultant shall only be paid for work actually performed.

4. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Consultant in conjunction with this contract.

5. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

6. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

7. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

8. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a high deductible.

Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention of cancel this insurance.

9. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

11. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

12. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

17. RECORDS. The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

CITY OF LAKE ELMO

Mayor Mike Pearson

Kristina Handt, City Administrator

ATTEST:

Julie Johnson, City Clerk

Company Name

By: _____

Its _____