

Proposal for Analysis of Fire/EMS Operations

Ann Arbor, Michigan



FIRE/EMS

OPERATIONS

C E N T E R F O R P U B L I C S A F E T Y M A N A G E M E N T

**Submitted by and reply to:
ICMA Center for Public Safety Management
International City/County Management Association
777 North Capitol Street NE, Suite 500
Washington, DC 20002
ConsultingServices@icma.org
202-962-3607**

ICMA

Leaders at the Core of Better Communities



Leaders at the Core of Better Communities

January 5, 2011

Mr. Roger Fraser
City Administrator
P.O. Box 8647
Ann Arbor, MI 48107-8647

Dear Mr. Fraser:

The ICMA Center for Public Safety Management is pleased to submit this proposal for an analysis of fire services for the City of Ann Arbor, Michigan.

This proposal is specifically designed to provide the City with a thorough and unbiased solution to the questions regarding the usage of services. Because this issue will have a dramatic impact on the community and because the city must have complete confidence in the outcome of our report, we have assembled what must be considered a premier team of subject matter experts with nationally recognized expertise in a wide range of public safety services.

Our project management staff has decades of experience supporting clients in local government, as well as state and private sectors. Because of the expertise that each of these persons bring, you can expect the highest quality solution.

As you know, ICMA has provided direct services to local governments nationwide for decades, which have helped to improve the quality of life for millions of residents in the United States and abroad. From an enterprise-wide perspective, we guarantee an honest-broker solution for Ann Arbor's challenge. I, along with my colleagues at ICMA, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@icma.org

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard A. Matarese".

Leonard A. Matarese
Director, Research and Project Development
ICMA Center for Public Safety Management

Background Information

International City/County Management Association (ICMA)

The International City/County Management Association (ICMA) is the premier local government leadership and management organization. Since 1914, ICMA's mission has been to create excellence in local governance by developing and fostering professional local government management worldwide. ICMA provides an information clearinghouse, technical assistance, and training and professional development to more than 9,100 chief appointed administrators, assistant administrators, and other individuals throughout the world. The organization's resources and services reach thousands of local, state, and federal government personnel, academics, private sector professionals, citizens, and other individuals with an interest in effective management at the local government level.

ICMA's members represent the administrative center of professional municipal, county, and regional services that affect millions of urban and rural citizens on a daily basis. They are responsible for the leadership that ensures strategic economic growth and management of public services and infrastructure planning, investment, and development. Every day, local government managers determine policy, programming, funding, and strategic decisions that impact the ability of local resources to deal with the management and operations of public safety and legal departments. Local government managers serve as the "hub of the wheel," coordinating efforts and implementing strategies for maximum effectiveness and efficiency.

ICMA Center for Public Safety Management

The ICMA Center for Public Safety Management will help the City of Ann Arbor analyze its fire department deployment by providing an unmatched management consulting solution. The ICMA Center for Public Safety is led by Director Thomas J. Wiczorek. He is assisted by Leonard Matarese, director of research and project development. Leonard, along with a team of highly experienced ICMA staff members and hand selected consultants will serve as key personnel to analyze current as well as future deployment of staff and resources.

Performance Excellence

The ICMA Center for Public Safety Management approach provides recommendations utilizing two approaches to problems facing communities. Data captured from the Computer Aided Dispatch (CAD) systems of communities is analyzed to establish the current workloads. In addition to data, a team identified by ICMA will conduct an *on-the-ground operational assessment*. From the data and operations review, an analysis and recommendations will be provided to Ann Arbor for future deployment decisions. Key performance indicators will be identified to assist the agency as it implements recommendations. The end result is the ability to continually improve and monitor operations using established baselines and benchmarks of performance measurement.

Data Analysis

Under the direction of Leonard Matarese, our data team has participated in a number of major projects involving emergency services. One of the most notable was work done for Israel's Emergency Medical Services. Our key data analyst, Dr. Kenneth Chelst, has authored a number of books on the use of operations analysis for public safety operations and is a faculty member at Wayne State University in Michigan.

The data team has worked on a wide range of projects for ICMA having conducted studies for cities and counties ranging from small to mid-sized in populations. The ICMA

approach to data analysis is unique in the use of raw data from Computer Aided Dispatch systems. By using the raw data, a wide range of analysis is possible with less chance of error. The data analysis will serve as the foundation for subsequent operational review and recommendations.

Fire Operations

Under the direction of Donald James, the project team will look at the deployment of the fire department to determine the appropriateness of current staffing levels in context to calls for service, response times and employee safety standards. We will provide an objective analysis of the call center data and overall operation assessment. The deployment benchmarks will be reviewed and compared to national standards such as the 2010 National Fire Protection 1710 and 1720 standards as well as the recently proposed amendments to the Insurance Standards Office (ISO) Public Protection Classifications. Evaluation tools created by the ICMA and International Association of Fire Chiefs to accredit departments will be applied for the existing level of services as well as future deployment. Using the data analysis, operational research methodology, and Geographic Information System (GIS) analysis, alternative strategies will be reviewed and recommendations developed.

Within the first 30 days upon contract execution, a request for documents needed to conduct the study will be requested from each of the areas to be assessed. All documents requested should be available to the study team. In addition to review of documents, a project launch strategy session will be conducted with the parties involved. Such an approach has been beneficial in establishing the relationships necessary to complete this type of comprehensive project. Expectations on the part of ICMA as well as the affected agencies will be clarified.

It is anticipated that the fire operation data analysis will begin with the extraction of data from the fire department; the operational assessment for the fire department will begin sometime after January 30, 2011.

Project Overview

Among ICMA's many activities, it assists local governments through a variety of programs that focus on specific local government concerns including fire. ICMA's focus is on the management perspective in organizing and operating these areas. ICMA Center for Public Safety Management acts as an objective and trusted broker tapping into the knowledge of the association's membership base and combining expertise from other appropriate experts to offer innovative ideas, lessons learned, and leading practices to communities. The program provides practical advice and resources that local government managers and staff need to improve services and service delivery in their communities.

We apply standard project management practices to each solution, ensuring that:

- All projects are completed within the contractual scope of work;
- Are completed on time, and within budget.

We rely on these principles to ensure that the final solution meets the client objectives for a comprehensive and concise analysis of resource deployment.

Methodology

The ICMA team follows a standardized approach to conducting analyses of police, fire and public safety departments. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts in the areas of police, fire and EMS. Our collective team has more than a combined 100 years of conducting studies for cities in the United States and internationally.

We begin most projects by extracting calls for service and raw data from an agency's computer aided dispatch system. The data are sorted and analyzed for comparison to nationally developed performance indicators. These performance indicators (response times, workload by time, multiple unit dispatching, etc.) are valuable measures of agency performance. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to Ann Arbor. Due to the size and complexity of the documents, this allows for simple, clean reporting.

In many cases cities hire ICMA to conduct an operational review alongside a data analysis. In those cases, the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an ICMA team, agencies are asked to compile a number of key operational documents (policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors as well as rank and file officers; attendance at roll calls; and ride-alongs with staff. We review case files with inspectors and observe dispatch operations to ensure compliance with the provided written documentation.

As a result of any on - site visits and data assessments, our subject matter experts produce observations and recommendations which highlight strengths, weaknesses, opportunities and threats of the department.

We have found that this standardized approach insures that we measure and observe all of the critical components of agencies which establish the baseline performance levels. This information can be used to benchmark against comparable cities. We're able to do this because we recognize that while agencies may vary in size and challenges, there are best practices in use throughout the country.

We liken this standardized approach to the manner of an auditing process:

- ICMA asks questions and requests documentation upon project start up;

- We confirm accuracy of information received;
- We deploy operations teams on - site to research the uniqueness of each environment;
- We perform data modeling and share preliminary findings with each city; and
- We assess any inconsistencies reported by client cities and communicate our results in a formal, written report.

Our approach has been tried and tested. As a result of our thorough, standardized and systematized approach, we are confident our approach will allow for continuous improvement to remain both relevant and among the best in class.

The ICMA Approach

Ann Arbor, like many Michigan communities, is facing severe financial challenges. From studies across the country, the existing methodology used for deployment of resources to handle emergency response is proving to not be sustainable. While the models worked at the turn of the 19th century, they are no longer effective and efficient while providing for safety to responders and the public. The financial impacts of deploying ever increasing numbers of personnel from fixed bases has overwhelmed a number of communities studied by ICMA.

The analysis of Ann Arbor will involve much more depth than just looking at the fire department. Ann Arbor utilizes a private party for dispatch as well as medical transport. ICMA will analyze the response history of the private ambulance provider and compare that data to the response of the fire department. From the comparison, ICMA will quantify the differences expected in approaching EMS service delivery from non-traditional, fixed-base deployment. In addition, ICMA will look at the cost differential of the various models so that Ann Arbor may make the best decision for future service delivery.

ICMA Center for Public Safety Management utilizes two methods for evaluating and identifying solutions. The two methods will be expanded to include the private provider in EMS and dispatch. The first component is a data analysis with applied operations research principles.



Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. In addition, many departments use the long intervals between calls for service for a variety of prevention activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building code enforcement and quality of life

enforcement issues. The effort may also include fire extinguishers and automatic sprinkler systems. All of these prevention and rapid response activities are laid out below.

In Ann Arbor, the fire department responds to EMS calls as "first responders." Deciding whether this is the most effective, efficient, and safe use of resources will be evaluated by ICMA through comparison of arrival times and creation of alternative strategies. Other alternatives include privatization of first responder by a "jump car" or mobile paramedic that can arrive at locations throughout faster than a responding engine from fixed base.

The relationship of Ann Arbor to the University of Michigan will be reviewed by the team. ICMA has found that in many university communities, the false alarms and calls for service to overheated hot plates, microwave smoke and other demands can consume a large capacity of the department. Effective prevention and education efforts as well as enforcement for false alarms may free considerable capacity in the department.

The resulting data study will gather and analyze data on the number of personnel on duty, as well as the efficiency and effectiveness of the current deployment on the fire runs. Resources utilization will be quantified for concentration, location, and drawdown.

The study will also analyze fire call data to provide a comprehensive review of fire services including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or building and will require the use a number of measures of severity to categorize these reported building fires. Some examples of questions to be answered as a part of the study include: Did the fire spread beyond local source? What was the extent of the damage? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's fire prevention activities that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the city's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- ☐ Average response time
- ☐ Distribution of response times for different call categories
- ☐ Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

Operations Review

Using information analyzed by the data team, an operational assessment by ICMA will be conducted to evaluate the deployment of emergency resources.

The ICMA team will evaluate equipment, maintenance, records, policies, procedures, and stations to create recommendations for future service delivery. The following are some of the questions that will be answered by the team:

- What are calls for service? What are the trends for calls for service?
- What is the response time and pattern delivered by the department? How can it be improved?

- Does the department have a strategic plan for deployment or is it using a tactical approach?
- Is the organization using current resources efficiently and effectively?
- What are the processes in place to decide the effectiveness of community education? In-house education? Fire prevention? Building and code enforcement?
- Is the recruiting and training process effective? Efficient? How can it be improved?

The team will meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around ten key areas:

- Governance and Administration
- Assessment and Planning
- Goals and Objectives
- Financial Resources
- Programs (To include fire suppression, fire prevention, public education, fire investigation, rescue, hazardous materials, medical, homeland security, marine services, and other programs)
- Physical resources
- Human Resources
- Training and Competency
- Essential Resources (Water, Communications, Administrative support)
- External System Relationships

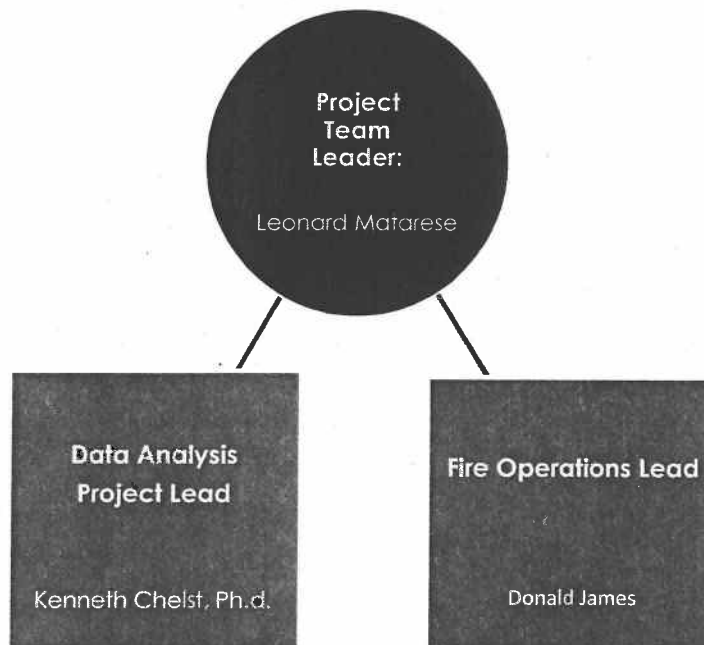
Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units.

The ICMA data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by ICMA to deliver the right resources at the right time.

Organization Chart / Project Staffing

For this project, the ICMA has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations for Ann Arbor that will enable it to produce the outcomes necessary to provide critical emergency services. The team will consist of a program director, senior operations manager, and several senior public safety consultants selected from our team specifically to meet the needs of the city.

The management organizational chart for the project includes the following Key Team Members:



Project Manager

Director of Research and Project Development, ICMA Center for Public Safety Management

Leonard Matarese, MPA, ICMA-CM, IPMA-CP, SPHR

- **Background**

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 40 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload. As a public safety director he has managed police and fire operations including ALS transport.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency consortium, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He also serves as a project reviewer for National Institute of Justice. He has a Master's degree in Public Administration and a Bachelor's degree in Political Science.

Data Assessment Team

Senior Public Safety Consultant

Kenneth R. Chelst, Ph.D., Chair of the Department of Industrial and Manufacturing Engineering of Wayne State University

- **Background**

Dr. Chelst is an expert in the application of advanced mathematical models for all emergency resources planning, especially police. He lead a demonstration project for the City of Detroit Police Department which cut response times by 40% using continuous improvement and data driven decision making. Over the past two decades he has studied several dozen emergency services operations using data driven techniques to determine the most efficient organizational structures to provide public safety services. He holds a Ph.D. degree in operations research from M.I.T. where his dissertation topic was Mathematical Models of Police Patrol Deployment. His research interests include operations research models applied to emergency services, structured decision making.

Senior Public Safety Consultant

**David Martin, Ph.D., Senior Researcher in the Center for Urban Studies,
Wayne State University**

- **Background**

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites.

Director of Quantitative Analysis, ICMA Center for Public Safety Management

Dov Chelst, Ph.D.

- **Background**

Dr. Chelst specializes in data and statistical analysis. He has conducted data analysis on over 50 public safety agencies over the past three years. He has taught the subject matter for nearly 10 years at the university level and has a Ph.D. in Mathematics from Rutgers University and a B.A. Summa Cum Laude in Mathematics and Physics from Yeshiva University.

Operations Assessment Team – Fire

Director, ICMA Center for Public Safety Management

**Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive
Director Center for Public Safety Excellence**

- **Background**

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.) and was an author on the most recent "Standards of Response" book printed by the CPSE. He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 career committee.

He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 50 states and has been assigned a course number by the DHS.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

Senior Public Safety Consultant

Donald James, MPA, Retired Assistant Chief, Miami-Dade Fire Rescue

- **Background**

During a career spanning 30 years, Donald C. James retired in 2005 as an Assistant Fire Chief with the Miami Dade Fire Rescue Department. In that capacity he assumed oversight of various functional areas to include Fire Prevention, Facilities Management and Construction, Communications, Emergency Medical Services and Training Divisions. As a Division Director, he was responsible for multimillion dollar budgets for Community Relations, Emergency Medical Services, Communications and Fire Prevention.

In 1996 he was honored by the National Fire Protection Association as the "Learn Not To Burn Champion" with a Safe Cities Award Grant. Working in conjunction with Miami Dade Public Schools, the grant provides for the teaching of a fire safety curriculum at the elementary grade levels. Among other accomplishments, he was also instrumental in the development of the department's Infectious Disease Control Policy and Procedure – one of the first of its kind in the fire service nationwide.

Mr. James received his Associates degree in Fire Science Technology from Miami Dade College. He holds a Bachelor's degree in Public Administration from Barry University in Miami Shores, and Master's degree in Public Administration from Florida International University, Miami.

Senior Public Safety Consultant

Chief Dan Kleman, MGA, City of Jacksonville Fire & Rescue Department, Former City Manager of Tallahassee, County Manager of Hillsborough County, CAO of Jacksonville Florida

- **Background**

Dan Kleman is the Director and Fire Chief of the Jacksonville Fire and Rescue Department and is responsible for 1,300 employees. Since arriving at JFRD in 2006, Chief Kleman, working with his management team, he has expanded management training and professional development for JFRD's officers, opened a new fire station and three replacement stations, identified more than \$1 million in overtime cost savings and enhanced JFRD's recruitment program. Kleman recently developed a 10-year plan, unanimously adopted by City Council, which charts the department's expansion so it can continue to meet Jacksonville's rapidly growing demand for fire and emergency medical services.

Mr. Kleman came to Jacksonville in 2004 to serve as Chief Administrative Officer. In October 2006, he moved from City Hall to JFRD to lead the department. He was appointed City Manager in Tallahassee 1974. After 20-plus years as City Manager, Kleman headed

to Tampa where he served as County Manager of Hillsborough County for nearly a decade.

Mr. Kleman has been named Outstanding Public Administrator of the Year by both the Tallahassee and Tampa Bay chapters of the American Society of Public Administration. He is Past President of the 9,000-member International City-County Management Association and the Florida City and County Managers Association. He also was an adjunct professor in Florida State University's Masters of Public Administration program. He holds a bachelor's degree in political science from Bowling Green State University in Ohio and his master's degree in governmental administration from the Wharton Graduate School at the University of Pennsylvania. He is also a graduate of the senior executive program at the John F. Kennedy School of Government at Harvard University.

Workload and Analysis Report

ICMA commits to delivering a draft data analysis report for fire services 4 months after signing contract. A draft data analysis report will be delivered in 3.5 months.

To accomplish these deadlines require the City to perform certain activities.

- a. The City commits to providing within four weeks of signing contract a full set of requested data
- b. ICMA will work with City officials to review this data set for completeness and obvious problems with preliminary certification scheduled for 6 weeks after signing the contract. This is contingent on prompt response to data questions that arise.
- c. Seven weeks before the data analysis report is due, ICMA will work with City officials to certify the complete data set with regard to:
 - i. The accuracy of the data
 - ii. Irresolvable gaps in the data record and how these gaps will be handled in the analysis and preliminary report. (E.g. an irresolvable gap might be no record of backup units sent to police calls or no priority categorization of calls.)

During the week long process of final certification, it is critical that officials respond to questions and request for clarification within 48 hours in order to keep the project on schedule. Any significant delays in addressing problems ICMA uncovers could delay delivery of the data analysis report.

Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

ICMA agrees to conduct the project for the sum of \$48,000, exclusive of travel. The project would be billed in three installments: the first within 14 days of the start of the project for \$20,000; the second billed at the time of the draft data analysis report for \$20,000 and the third at presentation of the final report for \$8,000. Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the city, ICMA will work cooperatively for an agreement on the payment terms.

A travel budget of \$6,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion. ICMA agrees to work cooperatively with the client in order to reduce such costs to the greatest extent possible while still meeting the expectations of the city.

Reporting

The Program Manager or specific area team leads will report project status to the identified city contacts at identified intervals using an acceptable and agreed upon reporting template. Beyond this however, communication will be maintained and coordinated through the Team Leader with these contacts and other identified relevant personnel on a regular basis.

Contact Info

Principal-in-Charge – Thomas J. Wieczorek
twieczorek@icma.org
202-962-3607

Project Manager – Leonard Matarese
lmatarese@icma.org
716-969-1360

Fire Operations Team Lead – Donald James
djames@icma.org

Data Analysis Lead – Dr. Kenneth Chelst
kchelst@wayne.edu
313-577-3857

Data Analysis Support – Dr. Dov Chelst
dchelst@icma.org
202.309.8281

Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, ICMA *Center for Public Safety Management* acts as a trusted advisor, assisting local governments in an objective manner. In particular, ICMA's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes ICMA a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
AND THE CITY OF ANN ARBOR
FOR ANALYSIS OF FIRE/EMS OPERATIONS**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City"), and International City/County Management Association ("Contractor") a(n) not for profit corporation with its principle address at 777 North Capitol Street NE, Suite 500, Washington, DC 20002 agree as follows on this 25 day of March, 2011.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means City Administrator.

Contract Administrator means International City/County Management Association, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Analysis of Fire/EMS Operations.

II. DURATION

This Agreement shall become effective on March 25, 2011, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Contractor agrees to provide professional services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality

performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made by the Contract Administrator based on reasonable considerations and accepted industry practices.

- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating

assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its subcontractor(s), employees and agents occurring in the performance of or in breach of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply with, and to require its subcontractor(s) to comply with, the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt or any other obligation to the City, including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

VIII. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

IX. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

X. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for work performed and authorized pursuant to this Agreement.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

XI. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- C. Whenever a party's consent is required, that consent shall not be unreasonably withheld or delayed.
- D. The following provision(s) shall survive the termination of this Agreement: Article V.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

International City/County Management Association
777 North Capitol Street NE, Suite 500
Washington, DC 20002
Attn: Director, Grants & Contract Administration

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron St.
Ann Arbor, Michigan 48107-8647
Attn: Roger Fraser

XIII. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVI. SEVERABILITY OF PROVISIONS


Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By


Wayne C. Sommer
Director, U.S. Programs
ICMA

FOR THE CITY OF ANN ARBOR

By



John Hieftje, Mayor

By


Jacqueline Beaudry, City Clerk

Approved as to substance

By


Roger W. Fraser, City Administrator

Approved as to form and content


Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Fire Operations

Under the direction of Donald James, the project team will look at the deployment of the fire department to determine the appropriateness of current staffing levels in context to calls for service, response times and employee safety standards. The project team will provide an objective analysis of the call center data and overall operation assessment. The deployment benchmarks will be reviewed and compared to national standards such as the 2010 National Fire Protection 1710 and 1720 standards as well as the recently proposed amendments to the Insurance Standards Office (ISO) Public Protection Classifications. Evaluation tools created by the ICMA and International Association of Fire Chiefs to accredit departments will be applied for the existing level of services as well as future deployment. Using the data analysis, operational research methodology, and Geographic Information System (GIS) analysis, alternative strategies will be reviewed and recommendations developed.

Within the first 30 days upon contract execution, a request for documents needed to conduct the study will be requested from each of the areas to be assessed. All documents requested should be available to the study team. In addition to review of documents, a project launch strategy session will be conducted with the parties involved. Such an approach has been beneficial in establishing the relationships necessary to complete this type of comprehensive project. Expectations on the part of ICMA as well as the affected agencies will be clarified.

Operations Review

Using information analyzed by the data team, an operational assessment by ICMA will be conducted to evaluate the deployment of emergency resources.

The ICMA team will evaluate equipment, maintenance, records, policies, procedures, and stations to create recommendations for future service delivery. The following are some of the questions that will be answered by the team:

- What are calls for service? What are the trends for calls for service?
- What is the response time and pattern delivered by the department? How can it be improved?
- Does the department have a strategic plan for deployment or is it using a tactical approach?
- Is the organization using current resources efficiently and effectively?
- What are the processes in place to decide the effectiveness of community education? In-house education? Fire prevention? Building and code enforcement?
- Is the recruiting and training process effective? Efficient? How can it be improved?

The team will meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around ten key areas:

- Governance and Administration
- Assessment and Planning
- Goals and Objectives
- Financial Resources
- Programs (To include fire suppression, fire prevention, public education, fire investigation, rescue, hazardous materials, medical, homeland security, marine services, and other programs)
- Physical resources
- Human Resources
- Training and Competency
- Essential Resources (Water, Communications, Administrative support)
- External System Relationships

Using GIS technology ICMA will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units.

The ICMA data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by ICMA to deliver the right resources at the right time.

Workload and Analysis Report

ICMA commits to delivering a draft data analysis report for fire services 4 months after signing contract. A draft data analysis report will be delivered in 3.5 months. To accomplish these deadlines require the City to perform certain activities.

- a. The City commits to providing within four weeks of signing contract a full set of requested data
- b. ICMA will work with City officials to review this data set for completeness and obvious problems with preliminary certification scheduled for 6 weeks after signing the contract. This is contingent on prompt response to data questions that arise.
- c. Seven weeks before the data analysis report is due, ICMA will work with City officials to certify the complete data set with regard to:
 - i. The accuracy of the data
 - ii. Irresolvable gaps in the data record and how these gaps will be handled in the analysis and preliminary report. (E.g. an irresolvable gap might be no record of backup units sent to police calls or no priority categorization of calls.)

During the week long process of final certification, it is critical that officials respond to questions and request for clarification within 48 hours in order to keep the project on schedule. Any significant delays in addressing problems ICMA uncovers could delay delivery of the data analysis report.

Reporting

The Program Manager or specific area team leads will report project status to the identified city contacts at identified intervals using an acceptable and agreed upon reporting template. Beyond this however, communication will be maintained and coordinated through the Team Leader with these contacts and other identified relevant personnel on a regular basis.

Contact Info

Principal-in-Charge – Thomas J. Wiecezorek
twieczorek@icma.org
202-962-3607

Project Manager – Leonard Matarese
lmatarese@icma.org
716-969-1360

Fire Operations Team Lead – Donald James
djames@icma.org

Data Analysis Lead – Dr. Kenneth Chelst
kchelst@wayne.edu
313-577-3857

Data Analysis Support – Dr. Dov Chelst
dchelst@icma.org
202.309.8281

EXHIBIT B COMPENSATION

Payment and Fees Schedule

In consideration of the activities performed by the CONSULTANT, the City agrees to pay the CONSULTANT an amount not to exceed \$38,000 for services rendered, plus travel costs. The Consultant shall also be reimbursed at actual cost for any additional costs approved by the City over and above this amount. Each payment installment shall be based upon the deliverables included in this professional services agreement and as clearly articulated in Exhibit "A".

Within 14 days of signing the contract, a payment of \$20,000 shall be due; a second installment of \$10,000 shall be due and payable with delivery of the draft data analysis report; and a final \$8,000 payment shall be made upon delivery of the final report.

All payment installments shall be remitted to the International City/County Management Association, and are due and payable upon receipt of invoice. All other project costs, plus actual reimbursements for travel and other direct expenses approved or provided will be paid within 45 days of the delivery of invoice.

Reimbursable Costs

The estimated travel costs for this project are \$6,000.00. All travel costs will be billed to the City and shall be paid within 45 days upon receipt of invoice. ICMA agrees to work cooperatively with the City in order to reduce travel costs to the greatest extent possible while still meeting the expectations of the City.

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Professional Liability Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured but not limited to: Products and Completed Operations. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.