REQUEST

Authorize the City Manager to sign amendment No. #1 to the Memorandum of Understanding (MOU) with the Novato Fire Protection District and a revised Consultant Services Agreement with Jeffries Public Safety Consulting for emergency services management in a maximum net cost to the City of $37,500.

DISCUSSION

In 2006, the City of Novato and Novato Fire Protection District (NFPD) entered into a MOU agreement to establish a joint Emergency Operations Center (EOC) at Novato Fire Protection District Administration Building. The MOU provided both agencies to jointly operate the EOC for persons within both jurisdictions in times of disasters, such as floods, earthquakes, or other similar catastrophic events.

In 2014, the City and the District entered into an MOU agreement to retain the services of a highly qualified emergency management professional to provide emergency services support, such as planning, program development, training and exercises in emergency response. Both agencies equally share the financial cost of those emergency management services.

A revised consultant services agreement is submitted for Council’s approval and will provide Mr. Jeffries the option to sub-contract with trained individuals to specifically fulfill the assignments needed during disaster related trainings, such as: evaluators, simulators and role players.

The leadership provided by Mr. Jeffries along with staff from both agencies have developed a successful emergency services program. Accomplishments in this area are consistent with the City Council’s Strategic Plan and the Objective of: Continue Aggressive Emergency Preparedness in all areas of the community. Below are the noted accomplishments for the past two fiscal years:

FY 2015/16

- Adopted new Disaster Ordinance and a joint Emergency Operations Plan
- Held a joint hands-on training with the online WebEOC product
- Held a joint earthquake response training during the California Great Shake-Out exercise -2015
- Conducted a weather workshop with Novato area special districts and agencies
- Completed Marin Valley Emergency Preparedness Plan
- Participated in countywide EOC Wildland Fire exercise
- Held “Get Ready” and community disaster preparedness courses;

FY 2016/17
- Three EOC activations with new EOC Action Plan process
- Completed Elected Officials Emergency Guide
- Completed second test of the Joint Earthquake Response protocol
- Updated Multi-Year Training and Exercise Plan
- Conducted a joint Emergency Operations Center and Field disaster exercise
- Held “Get Ready” and community disaster preparedness courses;

FISCAL IMPACT

Funds to support this emergency services contract are budgeted in the Measure F Fund. The revised consultant services agreement will not financially impact the City beyond the previously allocated $75,000 with NFPD reimbursing 50% of these costs, resulting in a maximum net cost to the City of $37,500.

RECOMMENDATION

Authorize the City Manager to sign Amendment #1 to the MOU with the Novato Fire Protection District and the Consultant Services Agreement with Jeffries Public Safety Consulting.

ALTERNATIVES

1. Do not approve Amendment #1 to the MOU with the Novato Fire Protection District and/or the Consultant Services Agreement.

ATTACHMENTS

1. Amendment #1 to the MOU with the Novato Fire Protection District.
AMENDMENT NO. 1

to the
MEMORANDUM OF UNDERSTANDING

This first amendment ("Amendment No. 1") is issued pursuant to the Memorandum of Understanding for Consulting Services dated as of April 8, 2014 ("2014 MOU") between the City of Novato ("CITY") and the Novato Fire Protection District ("DISTRICT"), together the parties ("Parties").

WHEREAS, the Parties previously entered into a Memorandum of Understanding Agreement on July 25, 2006 ("2006 MOU"), in which the parties to 2006 MOU agreed that they would jointly operate an Emergency Operations Center ("EOC") in the Novato Fire Protection District administration building located at 95 Rowland Way in the City of Novato; and

WHEREAS, the CITY and DISTRICT wish to continue jointly operating the EOC in providing emergency response services for persons within the CITY and DISTRICT limits in times of natural or man-made crisis or disaster, such as floods, storms, earthquakes, war, or other similar catastrophic events; and

WHEREAS, the CITY and DISTRICT each wish to be rendered the services of Jeffries Public Safety Consulting, a private consultant skilled in emergency operations who will provide emergency services support, such as planning, program development, training and exercises in emergency response; and

WHEREAS, CITY and DISTRICT wish to continue jointly operating the EOC under the 2006 MOU while additionally receiving the services of Jeffries Public Safety Consulting; and

WHEREAS, CITY and DISTRICT wish to jointly benefit from the retention by one party to this Agreement of Jeffries Public Safety Consulting; and

WHEREAS, the CITY and DISTRICT now wish to enter into this memorandum of understanding to set forth their agreements and understandings regarding the retention of Jeffries Public Safety Consulting services for their Joint emergency operations.

WHEREAS, effective on the last date signed below, the Parties have mutually agreed to amend certain terms and conditions of the Agreement to:

- Change the scope of work for Jeffries Public Safety Consulting.

NOW THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Parties agree to amend the 2014 MOU as set forth below and shall execute this Amendment No. 1 thereto, which shall be attached to and incorporated by reference into the 2014 MOU.

1. EXHIBIT A, "Jeffries Agreement", "Agreement 4538" is hereby deleted in its entirety and replaced with the attached.

Except as set forth in this Amendment No. 1 the 2014 MOU shall remain unchanged and in full force and effect. If there is any inconsistency between the terms of this Amendment No. 1 and the terms of the 2014 MOU, the terms of this Amendment No. 1 shall prevail.
IN WITNESS WHEREOF, the undersigned have read and agreed to the terms of this Amendment No.1.

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| Signature: |          |
| Printed Name: |          |
| Title: |          |
| Date (mm/dd/yyyy): |          |
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of ______ day of ____________________, 20____, by and between the CITY OF NOVATO, a municipal corporation (hereinafter referred to as “City”) and Jeffries Public Safety Consulting, a sole proprietorship (hereinafter referred to as “Consultant”).

WHEREAS, City desires to obtain professional services in connection with a joint emergency operations program with Novato Fire Protection District (hereafter referred to as “NFPD”); and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to competently provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the series described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform on an ongoing basis the services set out in the “Scope of Services” section of the April 16, 2017 letter from Dave Jeffries, Jeffries Public Safety Consulting to Chief McGill. Novato Police Department attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. Time of Performance.

Subsections 2.A. and 2.B. are in the alternative. For purposes of this Agreement, Subsection 2.A [x] 2.B. [ ] applies. (Check ONE box only).

A. [Non Cost-Covered Services] The services of Consultant are to commence upon the execution of this Agreement and shall be undertaken and completed within the time limits set for in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant.

B. [Cost-Covered Services] Execution of this agreement does not constitute authorization to proceed with the work described in the Scope of Services. Consultant shall not begin the work described in Exhibit A until after the City has issued a written Notice to Start Work, following verification by City staff that the project sponsor has deposited with the City adequate funds to pay for completion of the work described in Exhibit A. City and Consultant understand that it is the City’s policy for routine projects to obtain full payment from development applicants prior to execution of any consultant services agreements relating to the processing of development applications. In unusual circumstances (such as large, complex projects and projects where the
City is serving as the applicant), City may allow deposit of processing costs in phases. In such cases, Consultant shall not begin work on any of the tasks described in Exhibit A until after the City has issued a written Notice to Start Work for that particular task. Each Notice to Start Work will specify the task authorized to be undertaken and will be issued only following verification by the City that the project sponsor has deposited with the City (or the City has budgeted) adequate funds to pay for the completion of the authorized task. For all projects, following issuance of a Notice to Start Work, the services of Consultant shall be undertaken and completed within applicable time limits set forth in Exhibit A. Such time limits may be amended by mutual agreement between the City and Consultant. Consultant shall not commence any work exceeding the Scope of Services without prior written authorization from City.

Section 3. Compensation and Method of Payment.

A. Compensation. Consultant shall charge for services performed in accordance with the compensation schedule incorporated in Exhibit A, not to exceed a total amount of $75,000 per fiscal year period.

B. Method of Payment. Subsections 3.B.(1) and 3.B.(2) are in the alternative. For purpose of this Agreement, Subsection 3.B.(1) [x] 3.B.(2) [ ] applies. (Check ONE box only.)

(1) Monthly Statements. [Contract Planners, etc.] As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the City a statement of account which clearly describes the work for which the billing is submitted.

(2) Statements Following Completion of Work Tasks. [EIR Consultants, etc.] As a condition precedent to any payment under this Agreement, Consultant shall submit to the City a detailed statement of account which clearly sets forth the designated work tasks for which the billing is submitted. Payments shall be made following completion of each of the individual work tasks described in the Scope of Services. No payments shall be made for tasks which have not been satisfactorily completed.

C. Payment. City shall review Consultant’s statements and pay Consultant for services rendered hereunder at the rates and in the amounts provided hereunder in accordance with the approved statements.

Section 4. Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals in Consultant’s field of expertise.

Section 5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing
this Agreement this shall become the property of both the City and NFPD upon payment to the Consultant for such work, and the City and Fire District shall each have the right to use such materials in its discretion without further compensation to Consultant or to any other party.

Section 6. Retention of Other Consultants, Specialists or Experts. Consultant will not retain or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City. In addition, the persons who shall provide the services agreed to be performed hereunder by Consultant are identified below. No other person may provide services under this agreement on behalf of Consultant without the prior, written consent of the City.

Names of Persons Permitted to Perform Under this Agreement

David Jeffries

Section 7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have and shall not acquire any investment or interest, direct or indirect, in real property which is located within the area covered by this Agreement. Consultant further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

Consultant shall comply with the City's conflict of interest code and all other conflict of interest laws, including but not limited to the Political Reform Act of 1974 and the regulations promulgated thereunder. Without limiting the generality of the foregoing, and in the event that the Consultant is a "consultant" as defined in 2 Cal. Code Regs. § 18701(a)(2) or its successor regulation, and is otherwise required by the City's conflict of interest code to complete and execute the economic disclosure statement required under the City's conflict of interest code, as a condition to commencing the work described herein, Consultant shall complete, execute and deliver to the City said economic disclosure statement.

Section 8. Interest of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the review, approval or carrying out of any project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, association, or other legal entity in which he/she is directly or indirectly interested. If Consultant learns of any such interest, he/she shall promptly disclose such interest in writing to the City Manager.
Section 9. Liability of Members and Employees of City. No member of the City Council and no other officer, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

Section 10. Indemnification of City. Consultant hereby agrees to defend, indemnify and hold harmless the City and NFPD from and against any and all claims arising out of Consultant's breach of this Agreement and/or the willful or negligent acts, errors or omissions of Consultant relating to this Agreement. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise.

Section 11. Consultant Not an Agent of City. Consultant is not an agent of the City, and the City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City.

Section 12. Compliance with Laws.

A. General. Consultant shall comply with all applicable federal, state and local laws, code, ordinances and regulations. Consultant represents warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall, at all times during the term of this Agreement and for one year thereafter, provide written proof of such licenses, permits, insurance and approvals upon request by the City.

B. Novato Business License. Unless otherwise exempt, Consultant will maintain a valid City of Novato business license pursuant to Chapter VIII of the Novato Municipal Code during the term of this Agreement. Concurrently with execution of this Agreement, and upon request of City thereafter, Consultant will submit proof of compliance with this Subsection.

C. Workers' Compensation. Consultant shall take out and maintain at all times during the life of this agreement, up to the date of acceptance of the work by the City, workers' compensation insurance as required by the Labor Code of the State of California. The Consultant shall require all subconsultants similarly to provide such insurance for all of subconsultants' employees. The amount of said insurance shall be $1 million per accident. Consultant certifies that it is aware of the provision of the California Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in
accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

D. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. **City Not Responsible.** The City is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

**Section 13. Insurance.**

A. **Minimum Scope of Insurance**

   (1a) Consultant agrees to have and maintain, for the duration of the Agreement, a Commercial General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. At the time the Agreement is entered into, the City may require higher limits depending on the nature of the services being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

   (1b) In lieu of commercial general liability insurance, the Consultant may secure and maintain a minimum of One Million Dollars ($1,000,000) of excess limit (umbrella) coverage on his/her homeowner's or renter's insurance policy.

   (2) Consultant agrees to have and maintain for the duration of the Agreement an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage. At the time the Agreement is entered into, the City may require higher limits depending on the nature of the service being provided by the Consultant. Such determination shall be made by the City's Risk Manager.

   (3) Consultant shall provide to the City all certificates of insurance with original endorsements reflecting coverage required by this section. Certificates of such insurance shall be filed with the City on or before commencement or performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at anytime.

   (4) Any Consultant utilizing the services of a secondary consultant in the performance of this Agreement shall either provide the required insurance(s) for the type of service being provided by the secondary consultant or provide evidence acceptable to the City demonstrating that the secondary consultant has in effect the required insurance(s).
B. General Liability.

(1) The City, NFPD, their officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

(2) Consultant's insurance coverage shall be primary insurance as respects the City, NFPD, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

Section 14. Assignment Prohibited. Consultant shall not assign any right or obligation pursuant to this Agreement without the City's prior written consent. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

Section 15. Expiration and Termination of Agreement. Unless extended by mutual agreement or terminated pursuant to this section, this Agreement shall expire upon Consultant's satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days' written notice to the City only for good cause, including without limitation: serious illness or material breach of this Agreement by City. Consultant's
written notice of termination shall contain a full explanation of the fuels and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its and NFPD's property (provided that NFPD has made full payment to City for services performed by Consultant) and shall, at Consultant's expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work Consultant satisfactorily performs prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City's termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this agreement by the City pursuant to this section.

Section 16. Entire Agreement: Amendment. This Agreement, including Exhibit A and any other exhibits or attachments made a part hereof, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time by written agreement of the parties hereeto.

Section 17. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof: the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least sixty-six percent (66%) of the dollar amount requested in the complaint's prayer for relief.

Section 18. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligation of the parties hereto.

Section 19. Time of the Essence. It is understood and agreed by City and Consultant that time is of the essence in the completion of the work tasks described in the Scope of Services.

Section 20. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and the City of Novato.
Section 21. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Novato  
922 Machin Avenue  
Novato, CA 94945-3242

If to Consultant: David Jeffries  
Jeffries Public Safety Consulting  
1144 Cielo Circle  
Rohnert Park, CA 94928-3555

Section 22. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 23. Execution. This Agreement may be executed in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Further Assurances. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide, within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances is a repudiation of this agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF NOVATO

By: ________________________________
    Regan Candelario, City Manager

By: ________________
    Claudia Laughter

Approved as to form:

______________________________
City Attorney

CONSULTANT

By: ________________________________

______________________________
Title
April 16, 2017

Adam McGill
Chief of Police
Novato Police Department
909 Machin Avenue
Novato, CA 94945

Dear Chief McGill:

I appreciate the opportunity to work with you and Chief Heine to continue to deliver this program. The current and original Scope of Services was dated 03/01/2014.

OBJECTIVE
The objective is to provide the City of Novato and the Novato Fire Protection District with enhanced Emergency Services Support focused around planning, program development, training and exercises through contract services provided by Jeffries Public Safety Consulting, a sole proprietorship.

SCOPE OF SERVICES
1. Projects
   A. Plan & Policy Management -- Prepare, update and ensure best practices on all required emergency plans, protocols, procedures and agreements, such as:
      • Local Hazard Mitigation Plan: Coordinate Novato involvement in the Marin County Multi-Agency Hazard Mitigation Plan.
      • EOC Operations Guide
      • Multi-Year Training and Exercise Plan
      • Recovery Plan: Development of an initial Recovery Plan, including Debris Removal.
      • Elected Officials Guide: Maintain and update as needed.
      • Agility Recovery: Facilitate Agility Recovery contract and development of Continuity of Government plans
   
   B. Program Management – Plan, prepare, and facilitate programs and exercises for the City, NFPD, other affiliated agencies, and the community at large to ensure readiness and practice for emergency preparedness.
      • Local Disaster Council: Review current ordinance and recommend updates if needed. Re-constitute Local Disaster Council.
      • Oversee Get Ready and Get Ready 5 programs.
• Emergency Operations Center: Coordinate upgrades and operational status with EOC staff. Maintain position checklists and EOC forms. Conduct EOC position specific training for Novato EOC staff.

• Exercises:
  • Facilitate development of a minimum of one Functional EOC Exercise each calendar year.
  • Facilitate Table-Top Exercises for Novato area agencies.
  • Facilitate Multi-Agency Field Exercises as requested.
  • Develop documentation to support exercises and After-Action reports.

• WebEOC: Coordinate WebEOC access with Marin County OES. Provide local WebEOC training.

• Other Training: Provide other emergency management related training and/or locate outside training as necessary.

C. Communication & Liaison – Provide emergency expertise and knowledge to EOC and its related partners and community to ensure effective planning, coordination and communication.

• Information: Provide Executive level information on FEMA, CalOES, NOAA, National Weather Service and other issues.

• Public Education: Provide media releases on emergency management topics, as requested.

• Liaison: Maintain Liaison and joint efforts with outside partners, including Marin OES, Marin Health and Human Services, Novato Unified School District, Novato Sanitary District, and North Marin Water District.

• Meetings and Presentations: Attend meetings and provide presentations to Boards, Councils and Community Groups as required by the City and Novato Fire.

D. Other: Projects and Tasks as necessary and pre-approved.

2. Other Clients and Commitments

I am committed to the scope of work outlined above for the Novato EOC and its partners. As an independent contractor, I will control my time and work commitments to balance and meet all my various other contractual requirements. My other clients have been advised that in the case of an emergency resulting in a conflict, my commitment to this contract is primary.

INDEPENDENT CONTRACTOR

Jeffries Public Sector Consulting is private firm and is an independent contractor. As a contractor, my firm will have no authority to act as agent for, or on behalf of the City of Novato or the Novato Fire Protection District, or to bind these organizations in any way. As an independent contractor, I will perform the scope of work identified above within the means and methods that we believe are most effective to complete the contract parameters.

YOUR RESPONSIBILITIES

This effort will require involvement by your personnel. Ultimate success is highly dependent on their
effort. To help achieve a smooth and successful implementation, it will be your responsibility to:

1. Assign a Contract Manager whom I can liaise with on contract issues and to seek pre-approvals when needed.
2. Assign two Agency Contacts for both the Police and Fire Departments (One of which may also be the Contract Manager) to assist in coordinating team assignments, administrative support, scheduling of staff for exercises and training, etc. The management and direction of internal City and District personnel is the responsibility of the Agency Contacts and other public officials, and is not the responsibility of the Contractor.
3. Provide administrative support, such as photocopies and meeting space as needed.
4. Should outside administrative support or supplies beyond day to day needs be identified, provide pre-approval and reimbursement.
5. Provide pre-approval for any needed travel outside Marin and Sonoma Counties.

SUBCONTRACTING:
Should it become advantageous, I can subcontract for additional staff to support this contract for specific tasks, such as exercise team staffing, under the following conditions:
1. The Contract Manager must pre-approve, in writing, the use of subcontractors, the specific subcontractors and their duties and compensation.
2. JPSC will add a 10% charge to any subcontractor costs to cover administrative responsibilities.
3. Such subcontractors will contract with JPSC and are not city or district employees.
4. Subcontracting expenses will be included in the monthly invoice.

PROFESSIONAL FEES AND OTHER COSTS
The eventual contract would be time and materials, as follows:
1. Time spent on this contract will be billed at the end of each month at a rate of $85.00 per hour. Payment is due on the agency’s payables schedule. Time spent on EOC activations and emergency response requests will be billed at a rate of $95.00 per hour.
2. Time spent on pre-approved travel will be billed at $25.00 per hour for time spent driving or flying.
3. Time spent at my home office, including phone calls will be billed in 15 minute increments on a daily basis. (Total time each day, not 15-minute minimum for each activity each day)
4. Time scheduled outside my home office will also be billed in 15 minute increments, but with a two-hour minimum.
5. Pre-approved expenditures will also be submitted for reimbursement in the monthly invoice.
6. The monthly invoice will include attachments that detail all hours worked, reimbursable expenditures and supporting documents.
7. Pre-approvals for expenditures and travel need to be in writing from the Contract Manager, e-mail is sufficient.
8. The invoice will be electronically submitted to the Contract Manager with a CC to the other Agency Contact after the first of each month.
9. I understand that this proposal is based on the concept that time will average up to 20 hours per week.
10. This contract runs through June 30, 2018 and will be on-going unless either party notifies the
other with a 30 day notice to terminate the contract with a fee review by May 1 of each year.

CONTACT INFORMATION
David Jeffries
Jeffries Public Safety Consulting
PO Box 368
Cotati, CA 94931

Phone and Text – 707-483-1098
E-Mail – dave@jeffriespsc.com

CLOSING
I appreciate the opportunity to make this proposal. Please let me know if or when you would like to meet to author a more detailed proposal in anticipation of developing a contract.

Sincerely,

Dave Jeffries
Owner
Jeffries Public Safety Consulting