

ADMINISTRATIVE COMMITTEE MEETING

THURSDAY, APRIL 07, 2022 - 8:00 AM

TEAMS

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Thursday, April 7, 2022 via TEAMS.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

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Note: The meeting is being held <u>solely</u> by electronic means and will be made accessible to members of the public seeking to attend and to address the Committee <u>solely</u> through the link set forth above, except that members of the public seeking to attend and to address the Committee who required reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

Liz Berry 1743 Miro Way, Rialto, CA 92376 909-356-2302 <u>Iberry@confire.org</u>

A recess may be called at the discretion of the Administrative Committee.

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approval of Administrative Committee Minutes of March 17, 2022

DIRECTOR REPORT

COMMITTEE REPORTS

OLD BUSINESS

NEW BUSINESS

- 2. Consulting Agreement- AP Triton (ACTION ITEM)
- 3. EMS Division-Contracting Party (DISCUSSION ITEM)

ROUND TABLE

CLOSED SESSION

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: May 24, 2022 at 1:30 p.m.

POSTING:

This is to certify that on April 4, 2022, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA

- on the Center's website which is www.confire.org

/s/ Liz Berry

Liz Berry Administrative Secretary I



ADMINISTRATIVE COMMITTEE MEETING

THURSDAY, MARCH 17, 2022 – 1:30 PM

25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Jeff Armstrong/Chairperson, Victorville Fire Department Chief Dan Harker/Vice-Chairperson, Loma Linda Fire Department Chief Ken Harrison, Apple Valley Fire Protection District Chief Dave Williams, Chino Valley Fire District Chief Tim McHargue, Colton Fire Department Chief Mike McCliman, Rancho Cucamonga Fire Department Chief Rich Sessler, Redlands Fire Department Chief Brian Park, Rialto Fire Department Chief Dan Munsey, San Bernardino County Fire

CALL TO ORDER

a. Flag Salute

b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item. *No conflicts were announced.*

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

- 1. Approve Administrative Committee Minutes of February 22, 2022
- 2. 2022 YTD Call Summary
- 3. CONFIRE-Billable Incidents
- 4. 2022 YTD Answering Times

- CONFIRE Financial Statements
 FY 21-22 CONFIRE Operations Statement
 FY 21-22 CONFIRE Fund Balance Report
- 6. Fiscal Year 2020/21 Single Audit Report for Federal Awards

Motion to accept all items on Consent

Motion by: Chief Tim McHargue Second by: Chief Ken Harrison Yes-12 No-0 Absent-0

Motion Passed

DIRECTOR REPORT

7. Association of Public-Safety Communications Officials-Outstanding Performance Award.

On May 5th, 2021, Dispatcher Kiana White received a 9-1-1 call for a one (1) year old female choking. One minute later the baby was reported no longer breathing. Kiana gave pre-arrival CPR instructions until the crew could arrive on scene. ME 229 was able to continue treating the child and later reported the baby girl was breathing on her own, expected to make a full recovery.

We are proud to announce that Kiana White has been selected by The California Public-Safety Radio Association (CPRA) and its parent organization, Association of Public-Safety Communications Officials (APCO) as this year's winner in the Outstanding Performance by an Individual Fire category.

She will be recognized at an awards banquet on Friday, April 22, 2022, at the Knott's Berry Farm Hotel.

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates Blessing Ugbo
 - MIS is currently working on a Data Sharing Policy to cover CONFIRE against liability with third-party vendors.
 - CAD maintenance is scheduled for March 23, 2022, no significant interruption of service is expected.

b. Ops Chief Committee Report - Chief Bruner

• ECC Command Center concept update Ops Chiefs are meeting in Rialto on March 17, 2022. A document has been created; details are being vetted out. They expect to have a draft policy to present at the next Admin. Chiefs meeting.

c. CAD to CAD – Art Andres

Implementation continues. Chino soft launch has been executed; March 22, 2022, is the go live date.

OLD BUSINESS

8. Valley Communications Center – Consultant Analysis (Action Item)

CONFIRE Sub Committee reviewed the consultant report in depth and presented an overview. Sub Committee found no justification to reject justification to adopt option one. Chief Harker explained developer reviewed the report and concurred with the cost analysis of option 3 which is cost prohibitive at this time. Sub Committee recommended supporting option 1 and recommend Board of Directors make final determination on Valley Communication Center (VCC) buy down option. Discussion regarding maintaining two dispatch centers, once the VCC becomes operational, was presented to the Chiefs. Need to have a fully functional redundant center is required but is there a need to maintain the Hesperia Center? The VCC is being designed and will be built to operate with all staff, including potential expansion. CONFIRE Administrative Committee decided to defer a final decision until VCC becomes operational.

Motion to accept consultant report with final decision to maintain two centers deferred until VCC becomes operational.

Motion by: Chief Brian Park Second by: Chief Tim McHargue Yes-12 No-0 Absent-0

Motion Passed

Motion to recommend committing to a long-term lease agreement for the Valley Communications Center with the buy down Option 1 and defer to the Board of Directors for final approval.

Motion by: Chief Dan Munsey Second by: Chief Brian Park

Chief Ken Harrison-Yes Chief Dave Williams- Yes Chief Tim McHargue- Yes Chief Dan Harker- Yes Chief Mike McCliman- Yes Chief Rich Sessler- Yes Chief Brian Park-Yes Chief Dan Munsey-Yes Chief Jeff Armstrong-Yes

Yes-12 No-0 Absent-0

Motion Passed

NEW BUSINESS

- 9. Dispatcher Appreciation Week April 10-16, 2022
- 10. Emergency Medical Services Division (Action Item) CONFIRE currently has three divisions withing the JPA: Communications, Administration and Management Information Services. CONFIRE continues to evolve and enhance services. A dedicated emergency medical services division will allow for greater flexibility to embrace cooperative programs for dispatch of emergency medical services and related functions for the mutual benefit of the members of CONFIRE.

Motion to create an Emergency Medical Services Division within CONFIRE Joint Powers Authority organizational chart.

Motion by: Chief Mike McCliman Second by: Chief Dave Williams Yes-12 No-0 Absent-0

Motion Passed

11. Request For Proposal Development (Discussion Item)

San Bernardino County is currently developing an RFP to submit to the State Emergency Medical Services Authority (EMSA) for approval relating to existing EOA'S. The intent is to award to a provider by November 2022.

The CONFIRE JPA was created to provide efficient and effective services to communities served by member and contract agencies. CONFIRE will explore various options, including public/private partnerships which may enhance the level of service currently provided. CONFIRE's public safety communications system and cooperative programs may enhance aspects of the pre-hospital care system from centralized dispatch model through transportation. Various options will be explored to provide recommendations, with associated costs, for consideration. Fiscal Impacts-Cost associated with recommendations have not been identified but will be outlined prior to presenting proposals to the Administrative Committee or Board of Directors for approval.

Recommend staff look at any and all models of governance which may include developing subsequent RFQ's/RFP. Explore CONFIRE creating a model that would allow the JPA to bid on subsequent County Ambulance RFP.

Chino, Rancho Cucamonga, and Redlands offered assistance with the governance side.

ROUND TABLE

Chiefs agreed the Administrative Committee will go dark in April and attend Board of Directors meeting April 21, 2022.

CLOSED SESSION

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

Motion by: Chief Tim McHargue Second by: Chief Mike McCliman

The meeting adjourned at 1432.

Upcoming Meetings: Next Regular Meeting: May 24, 2022.

/s/ Liz Berry

Liz Berry Administrative Secretary I



STAFF REPORT

DATE: 4/01/2021

FROM: Art Andres, Director

TO: Administrative Committee

SUBJECT: CONSULTING CONTRACT – AP TRITON

RECOMMENDATION

Approve contract for AP Triton to provide specialized consulting services for a two-phase project. Phase one is to develop a request for proposal (RFP) private ambulance and phase two will be to respond to the San Bernardino County ambulance RFP.

BACKGROUND

CONFIRE recently created an Emergency Medical Services (EMS) Division. The EMS Division allows for greater flexibility to embrace the cooperative program of fire protection, rescue and emergency medical services and related functions for the mutual benefit of the members and contracting agencies of CONFIRE.

San Bernardino County is currently developing an RFP to submit to the State Emergency Medical Services Authority for approval relating to existing ambulance exclusive operating areas (EOAs). The intent is to award to a provider by November 2022. The compressed timeframes to meet deadlines required to apply to the County RFP along with the unique capability to provide the requested services require award of the consulting contract with AP Triton.

AP Triton has specialized knowledge in the field. AP Triton has previous experience providing like services in San Bernardino County resulting in an understanding of immediate needs and practices increasing the likelihood of success. AP Triton recently completed an EMS Strategic Assessment and Analysis for the West End Fire and Emergency Response Commission (WEFERC). WEFERC includes CONFIRE member agencies. Scope of work completed included:

- EMS System Valuation
- Cost/Revenue Analysis
- Exploration of Different Service Delivery Models
- Feasibility Study of Potential Service Delivery

March 17, 2022 the Administrative Committee directed staff to look at any and all models of governance which may include developing a subsequent RFP, including CONFIRE creating a model that would allow the JPA to bid on a subsequent County Ambulance RFP. Awarding the consulting agreement to AP Triton will allow CONFIRE to develop an RFP for a private ambulance subcontractor and create a response to the San Bernardino County Ambulance RFP.

Given AP Triton's specialized skills and expertise in the area, as well as, their unique ability to provide the services required of CONFIRE in a compressed timeline, permits CONFIRE to utilize its non-competitive procurement process.

FISCAL IMPACT

Terms and proposed project fee for the consulting agreement will not exceed \$255,372.



NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: CONFIRE		Date: Ma	rch 30, 2022		
Supplier: AP Triton					
	Deve	lop RFP for a	a private an	nbulanc	e subcontractor.
Description of item:		evelopment response to the San Bernardino County nbulance RFP.			
Total Cost:	If Purchase is Over \$25,000 Per Vendor in a Fiscal Year: Department will complete form and attach it along with copies of				
\$ 255,372	Department will complete form and attach it along with copies all bid and quote information.			along with copies of	
	Inct	ification (Salaa	t That Appli	(ac	
Droduct	JUSL	<u>ification (Selec</u> Servio		-5)	Other
Product () Equipment/System	() Existing Agreem		() Coope	Other prative Purchase
Compatibility () Functional Specifications () Manufacturer/Publisher-Direct () Only Authorized Dealer Please provide a de o An innovative concep o Proven expertise or s		(_) Reimbursement to Owner (X) Specialized Credentials/ Expertise/ Training etailed explanation for the Justifica pt or a unique capability to provide th specialized knowledge in a field of few		 () Emergency/Life or Property () Theft Mitigation (X) Timing Constraint () Government Mandated/Legal Requirement () Proprietary (X) Sole Source/Single Source 	
	-	-	-	-	efficiency and success
• Timing constrai	nts to meet	t deadlines required	to apply to Count	y ambulance	e RFP
		Signature	Print Na	me	Date
Submitted By:			Art And		March 30, 2022
Fiscal:			Yvette Cal	limlim	April 4, 2022
Director:			Art And	lres	April 21, 2022

	Jeff Armstrong	April 11, 2022
Admin Chair:		

Incomplete forms may result in Kissflow document being rejected

Justification Definitions for Non-Competitive Purchases

P R O D U C T	 Equipment/system compatibility – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. Examples: software; keycard access; fire alarm/security systems. Functional specifications – Meets performance and quality requirements; other products lack one or more of the required material specifications. Manufacturer/publisher-direct – Has no distributor network or is less costly than purchasing through a distributor. Only authorized distributor – No other manufacturer-authorized distributor in geographical area can provide product.
S E	Existing agreement – Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. Example: To include new agencies in an ongoing contract.
R V I	Reimbursement to owner – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. Example: For employee hours spent as CONFIRE Liaison
Ċ E	Specialized credentials/expertise/training (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.

Item 2.

Cooperative Purchase – Purchase made through cooperative purchasing website approved by The Board of Directors.

Emergency/life or property threat mitigation - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA.

Timing constraints – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety.

H E R

O T

Government mandated/legal requirement – Mandated by local, state, county, or federal agency with jurisdiction.

Proprietary item – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.)

Sole source/Single source – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Ambulance subcontractor RFP/ Response to San Bernardino County ambulance RFP

This agreement ("Agreement") is by and between the Consolidated Fire Agencies ("CONFIRE") and AP Triton ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

RECITALS

- 1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
- 2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- <u>Exhibit A</u>: Scope of Services
- <u>Exhibit B</u>: Compensation
- <u>Exhibit C</u>: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on April 7, 2022 ("Effective Date").
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) April 7, 2023.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's

Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in <u>Exhibit A</u> ("Services"). Services shall not be performed on any section of work identified in <u>Exhibit A</u> until requested and authorized in writing by CONFIRE.

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in <u>Exhibit B</u> ("Compensation").

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:

Consolidated Fire Agencies Attn: Art Andres, Director 1743 Miro Way Rialto, CA 92376 <u>To Contractor</u>: AP Triton Attn: Kurt Henke, Principal 1309 Coffeen Ave, Suite 3178 Sheridan, WY 82801

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

CONSOLIDA	ATED FIRE AGENCI	ES	AP Triton		
Date:		, 20	Date:	, 20	_
By:			Ву:		
Print Name:	Art Andres	-	Print Name:	Kurt Henke	
Its:	Director	-	Its:	Principal/Managing Partner	_

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Each Section of Services identified below shall not be performed until requested and authorized in writing by CONFIRE.

SECTION 1:

Project Initiation & Development of a Work Plan

Meet virtually with the CONFIRE JPA's project team and/or liaisons. Develop a complete understanding of the organization's background, goals, and expectations for the project. Contractor will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

Procurement of Information & Data

Obtain pertinent information and data as necessary. Information is to be used extensively in the various analyses and development of the report. Research and provide relevant studies to be used during review.

Stakeholder Input & Field Work

Contractor will conduct remote, virtual interviews with the Project Team members and other key personnel identified as being critical to the success of the project. Obtain additional information and perspective on the operational, economic, and policy issues related to the development of the study.

SECTION 2:

Design and develop the RFP for an Ambulance Services Provider Subcontractor

Contractor will design and develop the Request for Proposals for an ambulance services provider subcontractor, assist in the RFP process, and provide subject matter expertise during the written submission evaluations and the oral presentation evaluations.

SME During the Written Submission Evaluations

Contractor will provide subject matter expertise during the written submission evaluations.

SME for Oral Presentation Evaluations

Contractor will provide subject matter expertise for the oral presentation evaluations.

Contract Negotiations

Should a private ambulance subcontractor be selected, Contractor will participate in the contract negotiations between the CONFIRE and the successful bidder.

SECTION 3:

Design and develop the Response to RFP for a County Ambulance Service (graphic design, film, photography, as required)

Provide consulting services and assistance to CONFIRE in the development and presentation of the CONFIRE JPA's Request for Proposals (RFP) for emergency ambulance transportation services.

Stakeholder Process SME

Contractor will provide subject matter expertise for the stakeholder process.

Oral Presentation Preparation SME

Contractor will provide subject matter expertise for preparation of the oral presentation.

Appeal Process SME

In the event the CONFIRE JPA is not the successful bidder, and it is determined that a formal appeal will be filed, Contractor will provide subject matter expertise.

Contract SME

In the event CONFIRE is the successful bidder, Contractor will provide subject matter expertise for the awarded contract.

SECTION 4:

Publication of Final Documents

Contractor will complete any necessary revisions of the draft and produce an electronic version in PDF file format.

Publication of the Final RFP Documents (as required)

Publication of the Final Response to San Bernardino County Ambulance RFP (as required) Presentations to Key Stakeholders

Formal presentations will be developed and made by the Contractor Project Team, in collaboration with CONFIRE representatives, to staff, elected officials, and/or members of the community as necessary to seek acceptance and approval of the desired delivery method concept to submit a competitive bid in response to the County's Ambulance RFP.

EXHIBIT B to AGREEMENT FOR SERVICES

COMPENSATION

A. <u>Compensation</u>

Not to exceed the sum of \$256,000.

B. <u>Payment</u>

- a. Schedule
 - 10% payment due upon signing of the contract
 - Monthly invoicing thereafter as authorized work progresses
 - Additional hours will be billed at a rate of \$190/hour for the Senior Project Manager and \$135/hour for consultants plus any additional travel expenses
- b. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

- 1. STANDARD OF CARE. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
- 2. ORIGINALITY OF SERVICES. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to CONFIRE as a basis for such services.
- **3. PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

4. TERMINATION.

- a. Without Cause by CONFIRE. CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
- c. With Cause by CONFIRE. CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit

of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.

- d. With Cause by Contractor. Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

- e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

a. Generally. To the furthest extent permitted by

California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; <u>or</u>
- (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
- c. Claim, Defined. A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in <u>Section 5.a</u>, *supra*, of this Exhibit C.
- 6. INSURANCE. The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in <u>Exhibit D</u> to the Agreement.
- **7. CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party

to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's employee(s), agents, personnel, and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit agents, personnel, employee(s), and/or its subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

- 8. CONFLICT OF INTEREST. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
- **9. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
- **10. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- **11. COMPLIANCE WITH LAWS**. Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any

such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

- **12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 14. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- **15. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible

under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- **16. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- **17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- **18. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- **19. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- **20. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind

or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

- **21. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- **22. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- **23. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 24. ENTIRE AGREEMENT. This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- **25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- **26. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- **27. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- **28. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- **29. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when

signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D to AGREEMENT FOR SERVICES

INSURANCE

- 1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of CONFIRE from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
 - 1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

- 2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that CONFIRE and contracting agencies and member agencies of CONFIRE, and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's

insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.

2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

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CONFIRE JPA Rialto, California

Proposal to conduct an EMERGENCY MEDICAL SERVICES San Bernardino Subcontractor RFP/County Proposal Response





VISION • INNOVATION • SOLUTIONS

Executive Summary

About AP Triton

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, special events and filming, fire prevention, and life-safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.

AP Triton was founded on the need to provide innovative solutions to public safety departments. For too many agencies, creative thinking is not part of the status quo. AP Triton is able to bring our experience to enable long-term, creative, and sustainable solutions specialized to your local issues. With decades of experience in public safety departments of all sizes, AP Triton is well suited to provide CONFIRE with San Bernardino Subcontractor RFP/County Proposal Response and deliver the best recommendations for the future.

Firm Staffing & Key Personnel

AP Triton takes pride in contracting with only the most experienced and qualified public safety consultants. We match our associates' skills and expertise to each client's specific needs. In addition, we possess a pool of individuals with a wealth of knowledge to meet other needs if they should arise. Triton approaches every project as if it were our sole priority. AP Triton is the best choice to provide you with the most reliable San Bernardino Subcontractor RFP/County Proposal Response to meet your needs now and in the future.

Triton's Experience

Triton's consultants are the heart and soul of the company. Our associates possess the skills, experience, unique qualifications, and technical competence to meet your needs now and provide the best recommendations to direct the CONFIRE JPA in the future. Triton and its project team possess years of experience in fire-based emergency services, including emergency ambulance services, communications/dispatch, developing JPAs, public-private partnerships, labor-management relations, EMS billing, developing service delivery models, financial viability studies of EMS systems, and financial cost recovery.

Our project team has extensive experience throughout California, including San Bernardino County. Our unique approach to assigning project teams considers each associate's background, education, experience, and expertise and matches them to specific tasks necessary to complete your study successfully. As noted in our team biographies and resumes, each team member brings the past experience and unique skills necessary to complete the San Bernardino Subcontractor RFP/County Proposal Response.

Project Understanding

AP Triton, LLC (Triton) recognizes the CONFIRE JPA, seeks to procure a consulting firm for twophase project. The first phase is the development of a request for proposals (RFP) for a private ambulance partnership for the provision of advanced live support (ALS) ambulance transport throughout the study area. The second phase is a response to the San Bernardino County Ambulance RFP.

Triton understands that this project is for the CONFIRE Joint Powers Authority (JPA). The JPA governing board of directors consists of elected officials for each of the following agencies: Apple Valley Fire Protection District, Chino Valley Independent Fire District, Colton Fire Department, Loma Linda Fire Department, Rancho Cucamonga Fire District, Redlands Fire Department, Rialto Fire Department, San Bernardino Fire District, and Victorville Fire Department. The Fire Chiefs of each organization make up the Administrative Committee. AP Triton will assist the JPA in gathering essential data and information, provide a value of the County of San Bernardino's EMS system, and determine if a JPA is viable to respond to a San Bernardino County Ambulance RFP.

Proposed Method

Triton offers the following outline of our proposed method to successfully complete CONFIRE JPA's San Bernardino Subcontractor RFP/County Proposal Response. This will be detailed later in this proposal:

- Section One—Project Initiation & Information Acquisition
 - Task 1-A: Project Initiation & Development of a Work Plan
 - Task 1-B: Procurement of Information & Data
 - Task 1-C: Stakeholder Input & Field Work
- Section Two—Phase One: RFP for a Private Ambulance Subcontractor
 - Task 2-A: Design and develop the Request for Proposals
 - Task 2-B: SME During the Written Submission Evaluations
 - Task 2-C: SME for Oral Presentation Evaluations

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- Task 2-D: Contract Negotiations
- Section Three—Phase Two: Response to the San Bernardino County Ambulance RFP
 - Task 3-A: Design and develop the Response to RFP for County ambulance services (additional cost may be required for graphic design, film, photography)
 - Task 3-B: Stakeholder Process SME
 - Task 3-C: Oral Presentation Preparation SME
 - Task 3-D: Appeal Process SME
 - Task 3-E: Contract SME
- Section Four—Publication of Final Documents
 - Task 4-A: Publication of the Final RFP Documents (as required)
 - Task 4-B: Publication of the Final Response to San Bernardino County Ambulance RFP (as required)
- Section Five—Collaborative Presentations as Needed
 - Task 5-A: Presentations to Key Stakeholders

Project Completion Timeline

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of CONFIRE JPA and AP Triton. The timeline will **not** begin until Triton has been provided with all information and data necessary for the successful completion of the project.

Estimated Time to Complete the Project: 3-5 months

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Information Acquisition	\$18,885
Section 2: Phase One—RFP for a Private Ambulance Partnership	\$62,316
Section 3: Phase Two—Response to the San Bernardino County Ambulance RFP	\$165,562
Section 4: Publication of Final Documents	\$6,682
Section 5: Collaborative Presentations as Needed	\$1,927
Proposed Project Fee (will not exceed):	\$255,372



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Identification of Proposer

Legal Name & Address

AP Triton, LLC is a limited liability company (S Corporation) and has no parent company. The headquarters of AP Triton is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.

- Primary Contact: Kurt P. Henke, Principal/Managing Partner
- Address: 1309 Coffeen Avenue, Suite 3178, Sheridan, WY 82801
- Phone: 833.251.5824 (toll free)
- E-Mail: info@aptriton.com
- Website: www.aptriton.com
- City of Ontario Business License Number: AP Triton will immediately secure a business license with the City of Ontario upon notification of a successful bid.

About AP Triton

Established in 2014, AP Triton has a wide range of experience in the fire service, emergency medical services, special events and filming, fire prevention, and life-safety programs. Our consultants have conducted numerous studies involving Master Plans, Community Risk Assessments/Standards of Cover, Strategic Plans, Fire Department Consolidation Studies, EMS Systems Analyses, Staffing Studies, Agency Evaluations, Fire Station Location, and Engineering Studies, as well as other unique Fire Service and EMS studies.

AP Triton was founded on the need to provide innovative solutions to public safety departments. For too many agencies, creative thinking is not part of the status quo. AP Triton is able to bring our experience to enable long-term, creative, and sustainable solutions specialized to your local issues. With decades of experience in public safety departments of all sizes, AP Triton is well suited to provide CONFIRE with San Bernardino Subcontractor RFP/County Proposal Response and deliver the best recommendations for the future.

We have extensive experience in valuing fire protection and EMS delivery systems, as well as accessing both revenue and federal cost recovery programs, such as Ground Emergency Medical Transport (GEMT) and Inter-Governmental Transfer (IGT).

AP Triton has helped agencies across the country capture over \$1.2 billion in additional revenue over the last six years, which in turn has been reinvested back into the communities in the form of improved services, decreased response times, and increased safety measures.

Staffing Resources

Firm Staffing & Key Personnel

AP Triton takes pride in contracting with only the most experienced and qualified public safety consultants. We match our associates' skills and expertise to each client's specific needs. In addition, we possess a pool of individuals with a wealth of knowledge to meet other needs if they should arise. Triton approaches every project as if it were our sole priority. AP Triton is the best choice to provide you with the most reliable San Bernardino Subcontractor RFP/County Proposal Response to meet your needs now and in the future.

The following team members will be principally responsible for working with the CONFIRE JPA. Triton's team has the expertise and experience to complete the San Bernardino Subcontractor RFP/County Proposal Response as defined within the project understanding and scope of work—meeting or exceeding your expectations. Every member of the team will be available for the duration of the project. AP Triton's consultants work from home offices located throughout the United States.

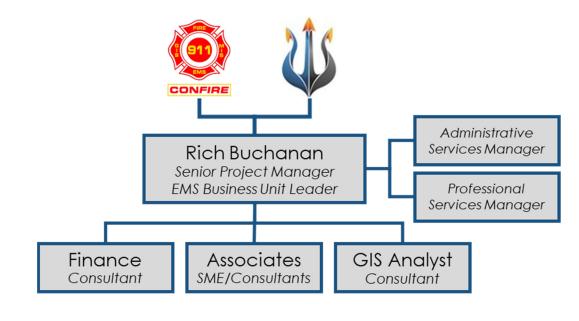
Team Member	Expertise & Experience
Richard Buchanan EMS Business Unit Leader & Senior Project Manager	Mr. Buchanan has been in emergency service for 33 years. His diverse background began as a volunteer in a small rural ambulance service. After several years in an urban setting gaining Paramedic experience, he returned to a rural setting and became the EMS Director for Gunnison Valley Hospital. After 16 years in leadership, he transitioned to the South Metro Fire Department serving an additional 17 years in a variety of capacities including paramedic, company officer, EMS certification program development, Type I Haz-Mat team coordinator, and EMS Operations Officer. Over the past three years, he has provided full- time consulting services focusing on the development of master plans, organizational assessment, strategic planning, and standards of cover studies. Mr. Buchanan holds a Master's Degree in Organizational Leadership, a Graduate Certificate in Project Management, and a Bachelor of Arts in Business Administration.

Team Member	Expertise & Experience
John A. Stouffer Planning Preparedness & Response Business Unit Leader	Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1988, he was offered the position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, he has been providing a wide variety of public safety consulting services to clients throughout the U.S. and Canada.
Scott Clough Senior Consultant & Principal Partner	Mr. Clough is a 33-year member of California's fire service, beginning his career as a hand crew member in southern California and working his way through the ranks. He has held the ranks of Firefighter/Paramedic, Captain, Battalion Chief, and Chief of EMS. His last position was that of Assistant Chief assigned to the Office of the Fire Chief for one of the largest fire departments in California. Upon retirement from the fire service, he formed AP Triton Consulting, with his business partner Kurt Henke.

Project Team Organization

AP TRITON

The following organization chart reflects Triton's proposed team for your specific project. Project Team resumes with additional qualifications and brief biographies follow.



Richard Buchanan EMS Business Unit Leader/Senior Project Manager



Summary of Qualifications

Mr. Buchanan has been in emergency service for 33 years. His diverse background began as a volunteer in a small rural ambulance service. After several years in an urban setting gaining Paramedic experience, he returned to a rural setting and became the EMS Director for Gunnison Valley Hospital. During this time, he took a BLS volunteer agency to a paid ALS system serving over 3,000 square miles. After 16 years in leadership, he transitioned to the South Metro Fire Department serving an

additional 17 years in a variety of capacities including paramedic, company officer, EMS certification program development, Type I Haz-Mat team coordinator, and EMS Operations Officer. Over the past three years, he has provided full-time consulting services focusing on the development of master plans, organizational assessment, strategic planning, and standards of cover studies.

Mr. Buchanan is currently an independent contractor providing consulting services for numerous organizations including AP Triton Consulting and maintains a part-time status at South Metro Fire Department as an instructor. Additionally, Mr. Buchanan provides training throughout Colorado in most areas of prehospital care and the management of hazardous material events. He has also consulted with fire and EMS departments to conduct utilization studies and implement asset management programs focusing on inventory distribution, cost reduction, and efficacy. Mr. Buchanan holds a Master's Degree in Organizational Leadership, a Graduate Certificate in Project Management, and a Bachelor of Arts in Business Administration.

Educational Background

- Bachelor of Arts degree- Business Administration Western State University
- Master's Degree Organizational Leadership Regis University
- Graduate Certificate Project Management Regis University

Professional Experience

- Project Manager, Emergency Services Consulting International, Washington
- Company Officer, South Metro Fire Rescue, Colorado
- HazMat Technician, South Metro Fire Rescue, Colorado
- EMS Instructor, Centura Health, Colorado
- EMS Director, Gunnison Hospital, Colorado

Relevant Experience

- LEAN Facilitator
- Just Culture Facilitator
- Certified Instructor (ACLS, PALS, Colorado EMS)
- Adjunct EMS Instructor, Centura Health, Denver Health, Lutheran Medical

Associated Professional Accomplishments

• Published works: Buchanan, R. (1988). Hypothermia. In P. T. Pons, & V. J. Markovchick, Pre-Hospital Emergency Care Services. Philadelphia, PA: Hanley and Belfus, INC.

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Kurt P. Henke CEO/Principal Partner



Summary of Qualifications

Kurt P. Henke has over thirty-nine years of experience in the fire service. He has held the ranks of Firefighter through Fire Chief. Prior to becoming the Fire Chief of the state's seventh largest fire department, Kurt served as Union President of one the state's largest labor groups, serving multiple cities and districts. Upon his retirement from the Fire Service in October 2014, he formed AP Triton Consulting, LLC, with his business partner, Scott Clough.

Experience

- Chairman of the California Metropolitan Fire Chiefs
- Executive Board Member of the California Fire Chiefs Association from 2011 through 2014
- Named California Fire Chief of the Year-2013

Professional Development & Education

• Certificate – Fire Science

Licensure & Certifications

• Emergency Medical Technician (EMT)

Associated Professional Accomplishments

- Expanded the first responder paramedic and ALS services of his department's ambulance program into a revenue generating enterprise, bridging several financial shortfalls, and making it the third largest fire-based ambulance system in California.
- Identified, developed, and initiated State legislation to facilitate cost recovery for Ground Emergency Medical Transport (GEMT), which has generated hundreds of millions of dollars statewide to the California Fire Service ambulance providers.
- Serves as consultant to California Fire Chiefs Association (CFCA) and the case manager for the antitrust litigation filed by the CFCA, which endeavors to protect public sector (.201) ambulance providers in the state of California.

John A. Stouffer Planning, Preparedness, & Response Business Unit Leader/Senior Associate



Summary of Qualifications

Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1980, he attended the Paramedic Program at Central Washington University and obtained a position with Yakima (WA) Medic One becoming a field paramedic and the organization's first Training Officer. In 1988, he was offered the

position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, he has been providing a wide variety of public safety consulting services to clients throughout the U.S. and Canada.

Professional Experience

- Western Region Manager, Emergency Services Consulting International (ESCI) (2018–2020)
- Project Manager/Associate Consultant, ESCI
- Technical Advisor/Program Developer, Vision 20/20 & Institution of Fire Engineers
- EMS Research Investigator/Coordinator, Oregon Health & Science University
- EMS Coordinator (Captain), Gresham Fire & Emergency Services
- Managing Partner/Senior Consultant, Pacific Northwest Associates, LLC
- Director, Yakima County Department of Emergency Medical Services
- Training Officer/Paramedic, Yakima Medic One
- Firefighter/EMT-Paramedic/Medical Services Officer | Yakima County Fire District #10
- More than 40 years diverse experience in fire and emergency medical services

Educational Background & Certifications

- Central Washington University
- Yakima Valley Community College
- Western Oregon University
- National Fire Academy Incident Command for EMS
- Seattle/King County Resuscitation Academy Fellowship
- Multiple instructor certifications (NFPA I & II, ACLS, PHTLS, WSFST Instructor II, EZ-IO Instructor)
- Numerous advanced-level EMS certifications
- More than 250 hours fire service education, Washington State Fire Service Training

Associated Professional Accomplishments

- Project Manager and consultant on a number of fire and EMS projects around the U.S. and Canada
- Co-authored and published a number of international prehospital studies (available on request)
- Authored two guides on Community Risk Reduction for Vision 20/20 (available on request)
- Project Co-Director, King LT Airway Implementation Project for Multhomah County (OR)
- Author, Phases I & II of the Yakima County EMS Master Plan
- Earned fourteen professional awards during his career (available on request)

Scott Clough Senior Consultant/Principal Partner



Summary of Qualifications

Mr. Clough is a 33-year member of California's fire service, beginning his career as a hand crew member in southern California and working his way through the ranks. He has held the ranks of Firefighter/ Paramedic, Captain, Battalion Chief, and Chief of EMS. His last position was that of Assistant Chief assigned to the Office of the Fire Chief for one of the largest fire departments in California. Upon retirement from the fire service, he formed AP Triton Consulting, with his business partner Kurt Henke.

Associated Professional Accomplishments

- Created California's Ground Emergency Medical Transport (GEMT) program. He is currently the Public Sector Program Manager.
- Serves as the EMS Chair for CSFA and as an EMS advisor to California Fire Chiefs Association, California Metro Chiefs, and the League of California Cities.
- Noted speaker for the California Association of Fire Chiefs, California Ambulance Association, Nevada Fire Chiefs, Utah Fire Chiefs, California Fire & EMS Disaster Conference (CFED), League of Cities, and the Fire District Association of California.
- Written articles on EMS and cost recovery for several publications.
- Lead negotiator for the California Fire Chiefs Association in expanding the current GEMT program. Currently Scott is involved in establishing the same programs in Oregon, Washington, Missouri, Kansas, Nebraska, and Alaska. He is considered the premiere expert in these reimbursement programs.
- Mr. Clough's "run it like a business" strategy for EMS has earned him recognition by the California State Firefighters Association (CSFA) and California Fire Chiefs Association (CFCA).

Kurt Latipow Senior Associate/Vice President of Operations



Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans, and succession plans/management processes as

well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs, and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA-Fire Chief
- Washoe County, NV—County Fire Services Coordinator
- City of Ukiah, CA—Fire Chief
- State of California, Governor's Office of Emergency Services—Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA—Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA—Fire Chief
- City of Arroyo Grande, CA—Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA—Battalion Chief/Fire Marshal

Education

- National Fire Academy-Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West—Building Leaders from Within
- IAFC and League of California Cities 2016—"The Achilles Heel of Local Government"
- California Fire Chiefs 2016—"The Why and How of Succession Planning and Implementation"
- League of California Cities 2015—"Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014—"Leading Change in the New Reality"
- California Fire Chiefs Association 2012—"Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012—Success & Sustainability

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department—Past President
- League of California Cities Public Safety Policy—Past Committee Chair
- International Association of Fire Chiefs—Life Member

Edmond A. Rodriguez Senior Associate



Summary of Qualifications

Mr. Rodriguez has over 34 years of fire service experience in small, medium, and large fire and EMS organizations. He is currently a licensed paramedic and registered nurse in California. He has extensive knowledge and is a proven leader in fire protection, the delivery of pre-hospital EMS, firefighter safety, budgeting, and quality improvement systems. Mr. Rodriguez's experience includes developing funding streams to enhance services, EMS and fire delivery system design, and complex management issues affecting the modern fire department.

Chief Rodriguez has experience in Emergency Operations Center management positions during declared natural and man-made disasters, including Command, Operations, and Logistics. He provides expert testimony on EMS care and delivery and negligence litigation.

Professional Development & Education

- Master of Science—Executive Fire Service Leadership
- Bachelor of Science—Fire Science
- Associate Degree—Nursing
- Graduate—Executive Fire Officer program

Licensure & Certifications

- Certified California Fire Chief
- Certified Chief Fire Officer—CPSE
- Licensed Paramedic
- Critical Care Registered Nurse (CCRN)

Professional Experience

- 34 years in public safety experience, 9 years as Fire Chief
- Incident Commander
- Operations Section Chief
- 37 years as an EMT, Flight Nurse, and Paramedic

Associated Professional Accomplishments

- Past President—California Fire Chiefs Association
- Past President—Monterey County Fire Chiefs Association
- Chair—Monterey County Emergency Medical Care Committee (EMCC)
- Fire Representative—Monterey County Grant Authority

Randy Parr Senior Associate/Certified Public Accountant



Summary of Qualifications

Chief Parr has over 40 years of experience in the fire service, including 20 years as a chief officer. He has served in four fire departments in Texas and Missouri. The agencies for which he has worked range from a mid-sized Houston area combination fire district serving a population of 100,000 to a small municipal department as they transitioned from a volunteer-based delivery system to a career-based delivery system. He has served the past 16 years as the career Fire Chief for

the City of Tomball, a Houston Texas suburb with a population of 35,000.

He is a Certified Public Accountant and during his career has served as the chief financial officer of large national and regional real estate developers and as the City of Tomball interim finance officer. Chief Parr's diverse skills have provided regional leadership in inter-agency collaboration, strategic planning, master and financial planning, and organizational evaluation. He has advised policymakers on fire service delivery options, created financial models, and has made presentations to large workshop audience on such topics as regional collaboration and legislative initiatives.

Educational Background

- Bachelor's in Business, Accounting Major, Indiana University, Bloomington, IN
- Master's in Public Administration, Sam Houston State University, Huntsville, TX
- Executive Fire Officer Graduate National Fire Academy
- Emergency Management Executive Academy Graduate Emergency Management Institute
- Chief Fire Officer Designee Center for Public Safety Excellence
- Extensive training in leadership, financial management, and planning

Professional Experience

- Associate Consultant, Emergency Consulting International (ESCI) (2017 2020)
- Fire Chief/Emergency Management Coordinator City of Tomball, TX (2004 present)
- Fire Chief, Cypress Creek Fire Department, Houston, TX (1999 2004)
- Controller/Financial Officer, Trammel Crow Residential/Gables Residential Trust (1986 1994)

Relevant Experience

- Past President, Board of Directors, IAFC, Southwest Division
- Southeast Region Director, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team
- Board of Directors, Sam Houston State University Alumni Association

Associated Professional Accomplishments

- 2009 recipient of IAFC-VCOS John M. Buckman III Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Developed UASI grant to link multiple dispatch centers in Harris and Montgomery counties
- Developed UASI grant to hire six full-time firefighter positions for the City of Tomball

Matthew J. Krok Technical Consultant



Summary of Qualifications

Matthew Krok has over 15 years of experience supporting public sector GIS and mapping applications and products. For nine of those years, Matthew provided direct GIS and mapping support to the Fire, Police, and Emergency Management departments of the City of Henderson, Nevada. Matthew has also served several Board positions with the Nevada Geographic Information Society (NGIS) and the Nevada Geographic Information Foundation, including serving as the President of

NGIS for several terms.

Since 2015, Matthew Krok, along with his partners, has been providing contract GIS services through their consulting company EMgis Partners. Since 2018, EMgis Partners has participated in many fire and EMS studies throughout the United States.

Educational Background & Certifications

- Current GISP, since 2009
- Current MPA student, Arkansas State University, Jonesboro, AR
- Masters coursework completed in planning, Rutgers and UNLV
- Rutgers University, BA in Geography with Honors, New Brunswick, NJ

Professional Experience

- Partner, EMgis Partners LLC, Lakeland, FL, 2015-current
- Systems Analyst GIS, City of Lakeland, FL, 2015–current
- Senior GIS Analyst City of Henderson, NV Fire Department, 2013–2015
- System Support Analyst GIS, City of Henderson, NV Public Safety, 2007–20013
- Engineering Design Tech GIS, City of Henderson, NV, 2006–2007
- GIS Scientist, ASGECI Environmental, Flemington, NJ, 2004–2006
- Over 15 years of experience in public and private sector GIS

Associated Professional Accomplishments

- Current Vice-Chair Polk County, FL GIS Users Group
- Current Geomentor for Resurrection Catholic School, Lakeland, FL
- Past Board member of the Nevada Geographic Information Foundation
- Past multi-year President of the Nevada Geographic Information Foundation

CONFIRE JF

James Angle Associate Consultant



Summary of Qualifications

Chief Angle has substantial experience in data collection and analysis, evaluation of processes, planning skills, presentation skills, very familiar with computers and software for publishing and data analysis, research and evaluation of applicable standards regulations and best practices as they apply to organizational programs. Specific experience and expertise related to the governance and operation of special fire districts. He has experience working in a team environment requiring strong

collaboration and communication skills, along with critical thinking and problem solving are strengths.

Educational Background & Certifications

- Master's Degree in Business Administration Nova University
- Bachelor of Science Degree in Fire Science and Safety Engineering University of Cincinnati
- Executive Fire Officer
- Chief Fire Officer Designate
- Institute of Fire Engineers, US Branch Member Grade

Professional Experience

- Fire Commissioner Palm Harbor Special Fire Control and Rescue District
- Program Director (Retired) St. Petersburg College, Fire and Public Safety Training Center
- Fire Chief (Retired) Palm Harbor Special Fire Control and Rescue District
- Battalion Fire Chief South Trail Special Fire Control and Rescue District
- Fire Department Training/Safety Officer South Trail Special Fire Control and Rescue District

Associated Professional Accomplishments

- Author Occupational Safety and Health in the Emergency Services 4th Edition Textbook, Jones, and Bartlett Publishers
- Co-Author Firefighting Strategies and Tactics 3rd Edition Textbook, Jones, and Bartlett Publishers
- Served as President and as the Executive Director of the Florida Association of Special Districts
- Awarded the Florida Fire Chiefs' Fire Chief of the Year 2010
- Palm Harbor Chamber's Palm Harbor Citizen of the Year 2012
- Awarded the Paul Harris Fellow by the Palm Harbor Rotary

Melissa Vazquez Swank Senior Associate/Professional Services Manager



Summary of Qualifications

Melissa Vazquez Swank possesses over 10 years of experience in project management and administration. She is an expert in administrative functions of project-related assignments, including overall planning, tracking, and documentation of numerous projects from the project proposal (RFP) phase to project closeout.

In addition to project administration, Melissa specializes in quality assurance and recruitment processes. Melissa ensures the consistent quality of production processes by developing and implementing sustainable practices and leading the proofing and editing of final products. She plays a crucial role in business by ensuring that all products (reports, website, social media, surveys, and newsletters) meet certain thresholds of acceptability. Melissa works to improve the project's efficiency and profitability by reducing time or product waste.

Melissa's professional experience, a keen eye for detail, and training qualify her to provide the highest level of project support. She has a passion for accuracy and fact-checking that permeates all aspects of her professional tasks.

Professional Development & Education

- Portland State University MA, Public History/Native American History, 2010–2013
- Portland State University BA, History, 2007–2009

Relevant Experience

- Professional Services Manager at AP Triton, September 2021–Present
- Owner of 3:17 Associates, Principal Consultant, 2021–Present
- Quality Assurance & Recruitment Specialist at Emergency Services Consulting International (ESCI), January 2020–August 2021
- Recruitment Specialist at ESCI, July 2017–January 2020
- Technical Proofer and Quality Assurance Specialist at ESCI, March 2015–January 2020
- Adjunct Research Assistant at Portland State University, December 2015–2018
- Freelance Virtual Assistant, December 2014–Present
- Project Administrator at ESCI, September 2013–June 2014
- Project Assistant/Fact Checker at the Oregon Encyclopedia Project, September 2011–June 2013
- Project Assistant at The Confluence Project, June 2012–November 2012
- Project Assistant at Chinook Oral History Project, October 2011–April 2012

Experience & Technical Competence

Triton's Experience

Triton's consultants are the heart and soul of the company. Our associates possess the skills, experience, unique qualifications, and technical competence to meet your needs now and provide the best recommendations to direct CONFIRE JPA in the future. Triton and its project team possess years of experience in fire-based emergency services, including emergency ambulance services, communications/dispatch, developing JPAs, public-private partnerships, labor-management relations, EMS billing, developing service delivery models, financial viability studies of EMS systems, and financial cost recovery.

Our unique approach to assigning project teams considers each associate's background, location, education, experience, and expertise and matches them to specific tasks necessary to complete your study successfully. As noted in our team biographies and resumes, each team member brings the past experience and unique skills necessary to complete the San Bernardino Subcontractor RFP/County Proposal Response.

Our project team has extensive experience throughout California, including San Bernardino County. The following is an abbreviated list of Triton's current and former clients, highlighting our vast experience. An expanded list can be provided upon request.

- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bodega Bay Fire Department (CA)
- Brea Fire Department (CA)
- Burbank Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- Central Kitsap Fire & Rescue (WA)
- City of Colton/Loma Linda FD (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cosumnes Fire Department (CA)
- City of Downey Fire Department (CA)
- Dixon Fire Department (CA)

AP TRITON

• El Dorado Hills Fire Department (CA)

- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Kern County Fire Department (CA)
- City of Long Beach (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Watsonville Fire Department (CA)

Project Experience

The following is a *partial* list of projects in which the members of the Project Team for this study have either served as the Project Manager or participated in. Our team has participated in dozens of studies throughout the United States.

Organization

Project	Description
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 Ambulance Services Study: 	Modesto FD/Stanislaus County OES (CA)
Annexation Study (3 districts):	Contra Costa County FPD (CA)
Community Risk Assessment/Standards of Cover:	Coalinga Fire Department (CA)
Community Risk Assessment/Standards of Cover:	San Ramon Valley Fire Protection District (CA)
Consolidation Feasibility Study:	Elk Creek Fire Protection District (CO)
EMS Service Delivery Study:	Burbank Fire Department (CA)
EMS System Evaluation:	Truckee Meadows Fire Protection District (NV)
• Facilities Master Plan, FD Master & Strategic Plan:	Redmond Fire & Rescue (OR)
• Fire Department Cooperative Services Study:	Golden/Fairmount/Pleasant View FDs (CO)
Fire District Consolidation Study:	Clackamas Fire District 1 (OR)
• Fire Services Analysis:	Williston Fire Department (VT)
Fire Station & CRA/SOC Study:	Montecito FPD (CA)
• Fire/EMS Assessment:	Pflugerville Fire Department (TX)
• First Responder Fee Study:	Oakland Fire Department (CA)
• First Responder Fee Study:	Merced Fire Department (CA)
• First Responder Fee Study:	Napa Fire Department (CA)
• First Responder Fee Study:	Truckee Meadows Fire Protection District (NV)
Long-Range Fire Department Master Plan:	Templeton Fire & Emergency Services (CA)
Long-Range Master Plan:	Fairfield Fire Department (CA)
• Master Plan:	Whitefish Fire Department (MT)
Master Plan & Community Risk Assessment:	Brigham City Fire Department (UT)
Optimization Study:	Alameda County Fire Chiefs Association (CA)
Prevention Fee Study:	Suisun City Fire Department (CA)
• Strategic Plan:	Aspen Fire Department (CO)
• Strategic Plan:	Blaine County Ambulance Service District (ID)
Valuation Study:	Pflugerville Fire Department (TX)

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California Fire Chiefs Association

On behalf of the California Fire Chiefs Association, AP Triton serves as Project Manager for all legal issues and legislative issues such as .201/.224 rights, anti-trust, and underground regulations, and as Lead Negotiator on GEMT, IGT, and most recently, 1705 programs with the State of California Department of Health Care Services (DHCS) and Centers for Medicare and Medicaid Services (CMS).

Washington Fire Chiefs Association

AP Triton was contracted to write enabling legislation for federal Medicaid reimbursement for public agency ambulance providers in the state of Washington, and to assist with implementation of the Ground Emergency Medical Transport (GEMT) program. Upon enactment of the legislation, AP Triton then developed the cost reports for the Washington fire departments to use when requesting federal reimbursement, following all rules and guidelines from the Centers for Medicare and Medicaid Services (CMS). The cost reports take into account a department's total annual costs for providing prehospital EMS and ambulance services.

Oregon, Missouri, Alaska

In addition, AP Triton was contracted to write the legislation for the same federal Medicaid reimbursement program (GEMT) for the states of Oregon and Missouri. We are currently contracted with the Alaska Fire Chiefs Association to do the same.

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

	City of Pflugerville (Texas)					
Project Title & Description: Fire/EMS System Analysis and Options for Service Delivery Fire & EMS Assessment of Services Options including identification of services, Cost/benefit analysis, and implementation strategies with legal and financial considerations.						
Contact Name/Title:	Sereniah Breland, City Manager	Year:	2021			
Client Phone:	512-990-6103					
Client E-Mail:	sereniahb@pflugervilletx.gov					
	Anaheim Fire Department (California)					
Project Title & Descript	tion: Ambulance Feasibility and Optimization Stu	dy				
system to a model the them to increase the the revenue above ex	ed in the Anaheim Fire Department changing their at would give them more control over the system. amount of unit hours in the system while at the sar openses by approximately \$3 million a year that co enhancement. It should be noted City of Anaheir and.	This also a ne time in an now be	llowed creasing e			
Contact Name/Title:	Pat Russell, Fire Chief Year: 2019					
Client Phone:	714.765.4000					
Client E-Mail: prussell2@anaheim.net						
Sonoma County Fire District (California)						
Project Title & Description: EMS Ordinance Development AP Triton represented the fire departments in Sonoma County that provide ambulance transport in the County of Sonoma's EMS ordinance process. Triton was successful in protecting the public providers' .201 rights and having their geographical areas defined. The ordinance addresses exclusivity as well as guaranteeing the public providers will not only be able to bid the only exclusive operating area in the County but will also allow the public providers to avoid competitive bidding should the County determine that the ambulance service can be assigned to the fire service through Lomita. As such, the County is in the process of validating Lomita at this time and we believe that this service						
			0			
will be assigned or co	ntracted to the fire service through the Sonoma C					
will be assigned or con Contact Name/Title: Client Phone:	ntracted to the fire service through the Sonoma C Mark Heine, Fire Chief 707.838.1170					

mheine@sonomacountyfd.org

Client E-Mail:

Burbank Fire Department (California)					
Project Title & Description: EMS Optimization Study The Burbank Fire Department retained AP Triton to conduct an optimization study of the emergency medical services being provided by the Department. Triton identified a number of issues concerning staff and substantial service demand on the three Rescue Ambulances. Triton developed a number of recommendations for service improvement, along with various options for alternative patient transport.					
Contact Name/Title:	Deputy Chief Danny Alvarez	Year:	2021		
Client Phone:	none: 818.238.3482				
Client E-Mail: dalvarez@burbankca.gov					
Coalinga Fire Department (California)					
Project Title & Description: Community Risk Assessment/Standards of Cover AP Triton was awarded the bid to conduct a Community Risk Assessment/Standards of Cover (CRA/SOC), consistent with the methodologies contained in the Center for Public Safety Excellence (CPSE) Community Risk Assessment/Standards of Cover, 6th edition. The project concluded with Strategic Planning assistance.					
Contact Name/Title:	Greg DuPuis Fire Chief Year: 2021				
Primary Phone:	559.935.1652				
Client E-Mail: gdupuis@coalinga.com					

Project Specific Experience

The following three references are the most relevant service contracts AP Triton has held within the last five years.

Reference #1

Client:	San Bernardino County Fire Protection District (California)
Project:	EMS Valuation/Assessment Study
Role of the Firm:	Consultant
Contract Amount:	\$62,000
Description of Services:	AP Triton conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.
Staffing:	Kurt P. Henke Scott Clough
Duration:	2016–2017
Relationship to Client:	Professional
Contact Name:	Mark Hartwig
Position:	Fire Chief
Entity Name:	San Bernardino County Fire Protection District
Telephone Number:	805.681.5501
E-Mail Address:	Mark.Hartwig@sbcfire.com (now at Santa Barbara)

Client:	Contra Costa County Fire Protection District (California)				
Project:	Ambulance Service Feasibility Study				
Role of the Firm:	Consultant				
Contract Amount: Description of Services:	 \$62,075 Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89-90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$19 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2022 to assist the Contra Costa County Fire Department in operating its ambulance transport system. 				
Staffing:	Scott Clough				
Duration:	2015–2017				
Relationship to Client:	Professional				
Contact Name:	Lewis Broschard				
Position:	Fire Chief				
Entity Name:	Contra Costa County Fire Protection District				
Telephone Number:	925.941.3300				
E-Mail Address:	Lewis.broschard@cccfpd.org				

Reference #2

Client:	Costa Mesa Fire & Rescue (California)			
Project:	Ambulance Service Feasibility Study			
Role of the Firm:	Consultant			
Contract Amount:	\$40,000			
Description of Services:	AP Triton conducted a fire-based Ambulance Feasibility Service Study for the City of Costa Mesa Fire Department (population 112,000). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed us to determine the maximum value of the system. The study then analyzed the federal reimbursement programs available and provided estimates for both GEMT and IGT programs. This study provided several options for the Department to consider; the Public-Private Partnership (contractor/subcontractor) model was chosen. AP Triton then assisted in the successful negotiations with the chosen private (subcontractor) partner. Additional revenue is projected to exceed \$2,500,000 annually.			
Staffing:	Kurt P. Henke Scott Clough			
Duration:	2015–2017			
Relationship to Client:	Professional			
Contact Name:	Dan Stefano			
Position:	Fire Chief			
Entity Name:	Costa Mesa Fire & Rescue			
Telephone Number:	714.754.5144			
E-Mail Address:	Dan.Stefano@costamesaca.gov			

Reference #3

Technical Competence & Approach to Projects

Triton's approach to projects represents our complete understanding of your expectations. Our experience in working with fire departments, fire districts, and EMS organizations, as well as other emergency services agencies, includes a wide variety of communities throughout the United States. Key elements of Triton's methodology include:

- A complete understanding of the project background, goals, and objectives, as well as the complex issues that must be addressed.
- A comprehensive, well-designed, and practical scope of work (SOW) and workplan that enables substantial input from the key stakeholders, leadership, and other relevant individuals.
- Use of state-of-the-art GIS mapping, computer modeling, and data analysis tools, webbased communications technology, and many other sophisticated tools and technologies.
- Triton's project methodology is augmented by the utilization of web-based and other communication technologies. We will utilize the Dropbox application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout every phase of the project. In addition, Triton utilizes GoToMeeting conferencing software to assist with client communications and various presentations.
- Utilization of experienced subject matter experts (SME) in the fire service, EMS, and other related emergency services disciplines, as well as individuals with expertise in GIS and data analysis.
- Commitment to successfully complete our projects and deliverables within the time requested and in a manner that would meet or exceed expectations.
- High-quality printed and bound reports, with contents and recommendations that will easily enable the client, key stakeholders, and community members to understand.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the National Fire Protection Association (NFPA), Center for Public Safety Excellence (CPSE), Commission on Accreditation of Ambulance Services (CAAS), and other organizations.

Proposed Method to Accomplish the Work

The following represents the proposed method prepared by Triton based on the requirements of the CONFIRE JPA's request for proposal to successfully complete the San Bernardino Subcontractor RFP/County Proposal Response. The various sections and tasks have been developed specifically for this project.

Section One—Project Initiation & Information Acquisition

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

Triton will meet virtually with the CONFIRE JPA's project team and/or liaisons. The purpose will be to develop a complete understanding of the organization's background, goals, and expectations for the project. Triton's Senior Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and client representative, determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during Triton's review.

Task 1-C: Stakeholder Input & Field Work

The Triton Project Team will conduct remote, virtual interviews with the Project Team members and other key personnel identified as being critical to the success of the project. From these interviews, Triton will obtain additional information and perspective on the operational, economic, and policy issues related to the development of the study.

Section Two—Phase One: RFP for a Private Ambulance Subcontractor

Task 2-A: Design and develop the RFP for an Ambulance Services Provider Subcontractor

Triton will design and develop the Request for Proposals for an ambulance services provider subcontractor, assist in the RFP process, and provide subject matter expertise during the written submission evaluations and the oral presentation evaluations.

Task 2-B: SME During the Written Submission Evaluations

Triton will provide subject matter expertise during the written submission evaluations.

Task 2-C: SME for Oral Presentation Evaluations

Triton will provide subject matter expertise for the oral presentation evaluations.

Task 2-D: Contract Negotiations

Should a contractor be selected, AP Triton will participate in the contract negotiations between the JPA and the successful bidder.

Section Three—Phase Two: Response to the San Bernardino County Ambulance RFP

Task 3-A: Design and develop the Response to RFP for a County Ambulance Service (graphic design, film, photography, as required)

Provide consulting services and assistance to CONFIRE JPA in the development and presentation of the CONFIRE JPA's Request for Proposals (RFP) for emergency ambulance transportation services.

Task 3-B: Stakeholder Process SME

Triton will provide subject matter expertise for the stakeholder process.

Task 3-C: Oral Presentation Preparation SME

Triton will provide subject matter expertise for preparation of the oral presentation.

Task 3-D: Appeal Process SME

In the event the JPA is not the successful bidder, and it is determined that a formal appeal will be filed, Triton will provide subject matter expertise.

Task 3-E: Contract SME

In the event the JPA is the successful bidder, Triton will provide subject matter expertise for the awarded contract.



Section Four—Publication of Final Documents

Triton will complete any necessary revisions of the draft and produce an electronic version in PDF file format.

Task 4-A: Publication of the Final RFP Documents (as required)

Task 4-B: Publication of the Final Response to San Bernardino County

Ambulance/Inland Counties Emergency Medical Agency (ICEMA) RFP (as required)

Section Five—Collaborative Presentations

Task 5-A: Presentations to Key Stakeholders

Formal presentations will be developed and made by the Triton Project Team, in collaboration with Fire Agency representatives, to staff, elected officials, and/or members of the community as necessary to seek acceptance and approval of the desired delivery method concept to submit a competitive bid in response to the County's Ambulance RFP.

Project Completion Timeline

Triton offers the following project timeline, which is subject to change based upon the mutual agreement of the CONFIRE JPA and AP Triton. The timeline will **not** begin until Triton has been provided with all information and data necessary for the successful completion of the project. Triton will make every effort to complete the project in less time than anticipated. Slippage in the timeline may occur if there is not a timely upload of all data necessary for the successful completion of the project.

Estimated Time to Complete the Project: 3-5 months

Fee Proposal

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Information Acquisition	\$18,885
Section 2: Phase One—RFP for a Private Ambulance Partnership	\$62,316
Section 3: Phase Two—Response to the San Bernardino County Ambulance RFP	\$165,562
Section 4: Publication of Final Documents	\$6,682
Section 5: Collaborative Presentations as Needed	\$1,927
Proposed Project Fee (will not exceed):	\$255,372

Payment Schedule & Invoicing

- 10% payment due upon signing of the contract
- Monthly invoicing thereafter as work progresses
- Additional hours will be billed at a rate of \$190/hour for the Senior Project Manager and \$135/hour for consultants plus any additional travel expenses

Cost Quotation Information

- The bid quotation is valid for 90 days
- Triton Federal Employer Identification Number: 47-2170685

Certificate of Insurance & Litigation

AP Triton, LLC maintains liability insurance as shown in the following pages. Triton has no past and/or pending litigation or unresolved lawsuits.



THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

March 29, 2021

FOR INFORMATIONAL PURPOSES ONLY 1851 HERITAGE LN STE 138 SACRAMENTO CA 95815-4996

Account Information:

Policy Holder Details : AP TRITON CONSULTING LLC



Business Service Center Business Hours: Monday - Friday (7AM - 7PM Central Standard Time) Phone: (866) 467-8730 Fax: (877) 905-2772 Email: <u>nutmegins@thehartford.com</u> Website: <u>www.thehartford.com</u>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



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CERTIFICATE OF LIABILITY INSURANCE							03/29/2021	
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						IRER(S) AFFORDI		NAIC#
				INSURE			ance Company	17159
AP TRITON CONSULTING LLC 1851 HERITAGE LN STE 138				INSURE	ER B : Starst	one National In	surance Company	
SACRAMENTO CA 95815-4996				INSURE	ER C :			
				INSUR	ER D :			
				INSURE	ER E :			
				INSURE	ER F :			
COVERAGES	CERTI	FICAT	E NUMBER:			REVIS	ION NUMBER:	
THIS IS TO CERTIFY THAT THE POLIC				W HAV	E BEEN ISSUED			R THE POLICY PERIOD
INDICATED.NOTWITHSTANDING ANY I								
CERTIFICATE MAY BE ISSUED OR I TERMS, EXCLUSIONS AND CONDITION								SUBJECT TO ALL THE
	ADDL	SUBR			POLICY EFF	POLICY EXP		IMITS
LTR χ COMMERCIAL GENERAL LIABILITY	INSR	WVD			(MM/DD/YYYY)	(MM/DD/Y YYY)	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED	\$100,000
							PREMISES (Ea occurrenc	e)
	-		CIP422266	6	03/27/2021	03/27/2022	MED EXP (Any one perso PERSONAL & ADV INJUI	,
A	-		GIF422200	0	03/27/2021	03/2//2022		\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP	AGG \$2,000,000
OTHER:							COMBINED SINGLE LIMI	r
							(Ea accident)	
ANY AUTO							BODILY INJURY (Per per	son)
ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per acc	ident)
HIRED NON-OWNED							PROPERTY DAMAGE	
AUTOS AUTOS							(Per accident)	
							EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B MADE	-		78295D210A	ALI	03/27/2021	03/27/2022	AGGREGATE	\$1,000,000
DED RETENTION \$								OTU
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								OTH- ER
ANY Y/ PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	
OFFICER/MEMBER EXCLUDED?	N/ A						E.L. DISEASE -EA EMPL	DYEE
(Mandatory in NH) If yes, describe under	1						E.L. DISEASE - POLICY I	ІМІТ
DESCRIPTION OF OPERATIONS below								
			DB 404 1 1 107 1 17					
DESCRIPTION OF OPERATIONS / LOCATIONS / Those usual to the Insured's Operation					chedule, may be atta	iched if more spac	e is required)	
	5. FOľ I	niorma	auonai Purposes C	Jniy.	CANCELLA	TION		
CERTIFICATE HOLDER	DNLY				CANCELLA SHOULD ANY		E DESCRIBED POLIC	IES BE CANCELLED
1851 HERITAGE LN STE 138	_ ,				BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED			
SACRAMENTO CA 95815-4996							DLICY PROVISIONS.	
					AUTHORIZED REP			
					Sugar J.	Castan	eda,	



Α			CATE OF LIAB	ILITY INS	APTR URAN(. г		N/DD/YYYY)
TH CE BE	S CERTIFICATE IS ISSUED AS A M RTIFICATE DOES NOT AFFIRMATIV LOW. THIS CERTIFICATE OF INSUR PRESENTATIVE OR PRODUCER, AI	ATTER ELY O ANCE	OF INFORMATION ONLY A R NEGATIVELY AMEND, EX DOES NOT CONSTITUTE A	ND CONFERS NO TEND OR ALTER	RIGHTS UPO	N THE CERTIFICATE HO GE AFFORDED BY THE	POLICI	THIS ES
IMF If S	ORTANT: If the certificate holder is UBROGATION IS WAIVED, subject to certificate does not confer any right	an AD to the f	DITIONAL INSURED, the po terms and conditions of the	policy, certain poli	cies may req			
RODI				CONTACT Arthur	Mielcarek			
	nsurance Services, LLC			PHONE (A/C, No, Ext): 602-6	66-4918	FAX (A/C, No):	:	
	E.Camelback Road, Suite 250 enix. AZ 85016			E-MAIL ADDRESS: arthur.				
1100				Conting		FORDING COVERAGE		NAIC #
SUR	=D			INSURER A : Contine	ental Casualty	Company		20443
	AP Triton Consulting, LLC	:		INSURER B : INSURER C :				
	1851 Heritage Lane, Suite	138		INSURER D :				
	Sacramento, CA 95815			INSURER E :				
				INSURER F :				
ovi	ERAGES CER	TIFICA	TE NUMBER:			REVISION NUMBER:		
CEF	CATED. NOTWITHSTANDING ANY RE TTIFICATE MAY BE ISSUED OR MAY F LUSIONS AND CONDITIONS OF SUCH	ERTAIN	N, THE INSURANCE AFFORDE	D BY THE POLICIES	DESCRIBED	HEREIN IS SUBJECT TO	ALL THE	
R	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSR W	POLICY NUMBER	(MM/DD/YŸYY	(MM/DD/YYYY)	LIMIT EACH OCCURRENCE	\$	
┢	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
F						MED EXP (Any one person)	\$	
F						PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	
	OTHER:						\$	
4						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY HIRED AUTOS NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE		
+	AUTOS ONLY AUTOS ONLY					(Per accident)	\$	
+							\$	
-	EXCESS LIAB OCCUR CLAIMS-MADE					EACH OCCURRENCE	\$	
F	DED RETENTION \$					AGGREGATE	\$	
	VORKERS COMPENSATION					PER OTH- STATUTE ER		
A	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	
i	Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	
	yes, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
	Professional .iability		596516681	03/27/2021	03/27/2022	1,000,000 Per Claim 3,000,000 Aggregat		
	IPTION OF OPERATIONS / LOCATIONS / VEHIC ence of Insurance	LES (AC	ORD 101, Additional Remarks Sched	 lule, may be attached if n	nore space is requ	2,500 Deductible		
ER	IFICATE HOLDER			CANCELLATION				
AP Triton Consulting, LLC 1851 Heritage Lane, Suite 138				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	1851 Heritage Lane, Suit Sacramento, CA 95815	e 138		ACCORDANCE V	WITH THE PO	LICY PROVISIONS.		

Other Information

Community Involvement

Should the agency desire, Triton will interview key community stakeholders as a portion of Section One: Data Initiation & Information Recognition. In addition, if the Client desires, Triton can provide additional information and pricing for a community forum and/or a community feedback survey.

Triton's History in the Local Area

AP Triton has extensive experience in the State of California and San Bernardino County. Aside from Triton's projects conducted in the local vicinity and within the state, our project team members have widespread knowledge and practice in the area. Mr. Buchanan, the Senior Project Manager, was previously the project manager on Ontario Fire Department's most recent Community Risk Assessment: Standards of Cover report.

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

CONSOLIDATED FIRE AGENCIES POLICIES OF THE BOARD OF DIRECTORS

POLICY:	BP 5.003
TITLE:	Qualifications for Status as a Contracting Party
Adopted:	[4.29.2021]
Revised:	[]

To become a Contracting Party of CONFIRE, the Party must satisfy all of the following criteria:

- 1. The entity must be sponsored by an existing member agency. CONFIRE, on terms acceptable to the Board of Directors, conferring the status of a Contracting Party.
- 2. Each Contracting Party must be approved by the Board of Directors.
- 3. The decision to approve, or deny, Contract Party status is in the sole discretion of the Board of Directors.