



Local Agency Formation Commission of Napa County
Subdivision of the State of California

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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 6b (Consent/Action)

TO: Local Agency Formation Commission

FROM: David Key, Interim Executive Officer

MEETING DATE: October 5, 2026

SUBJECT: Amendment No. 1 to Professional Services Agreement with AP Triton, LLC for the Countywide Fire and Emergency Medical Services Municipal Service Review and Sphere of Influence Update

RECOMMENDATION

It is recommended that the Commission consider taking the following action:

1. Approve Amendment No. 1 to the Professional Services Agreement with AP Triton, LLC to expand the scope of services to include a 2024–2025 addendum and increase the maximum contract compensation limit by \$32,750, for a total not-to-exceed amount of \$176,468.

SUMMARY

The Commission is considering Amendment No. 1 to the Professional Services Agreement with AP Triton, LLC ("AP Triton"). The original agreement was executed on December 8, 2023, to prepare a Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Update for a maximum amount of \$143,718. The proposed amendment incorporates a revised scope of services set forth in AP Triton's September 9, 2026 proposal. This amendment extends the analytical baseline through the end of calendar year 2025 across all five participating fire agencies and increases total contract compensation by \$32,750 to a maximum not-to-exceed amount of \$176,468.

BACKGROUND

The history and background of the contract and its proposed modification are as follows:

- **Original Agreement (December 8, 2023):** Napa LAFCO entered into a Professional Services Agreement with AP Triton to perform a comprehensive Countywide Fire and EMS MSR and SOI Update. Brendon Freeman was designated as the Agreement Administrator, and Kurt Latipow was designated as AP Triton's Project Manager. The original scope encompassed baseline data collection, performance reviews, community risk assessments, and governance evaluations for all local fire service providers and EMS operations. The maximum contract amount was capped at \$143,718.00.

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Interim Executive Officer

- **Project Progression & Scope Evaluation (August–September 2026):** Following meetings between AP Triton leadership and LAFCO Counsel Gary Bell on August 10 and August 31, 2026, staff and the consultant evaluated the need to update baseline datasets to maintain the MSR as a durable, accurate planning tool. Initial baseline response datasets from 2022–2023 no longer reflected current field conditions due to significant operational and technological changes implemented countywide starting in late 2023.
- **Proposal for Revised Scope of Services (September 9, 2026):** AP Triton submitted a formal proposal to issue a 2024–2025 addendum to the report. To ensure parity across all participating agencies, AP Triton recommended applying these analytics consistently across all five fire service providers. AP Triton requested a contract amendment of \$32,750 and a schedule extension to complete this additional work stream.
- **Amendment No. 1 (September 28, 2026):** LAFCO staff drafted Amendment No. 1 to modify Section 3.1 (Scope of Services) to incorporate the September 9, 2026 proposal (Exhibit A-1) and modify Section 3.4 (Maximum Amount) to increase total allowable compensation to \$176,468.00. The amendment is prepared for execution by David Key, Interim Executive Officer.

ANALYSIS

Amendment No. 1 expands the consultant's scope of services and adjusts contract compensation based on the following key operational and analytical requirements:

- **Equal Application Across All Service Providers:** The revised scope applies updates across all five participating fire service entities in Napa County to maintain comparative validity: American Canyon Fire Protection District, Calistoga Fire Department, City of Napa Fire Department, St. Helena Fire Department, and Napa County Fire Department.
- **Key Work Streams Included in the Addendum:**
 - *Updated Performance Metrics & Analytics:* Extraction and parsing of turnout, dispatch, and travel time logs at the 90th percentile level, extending response time statistics through the end of the 2025 calendar year.
 - *Technological & Dispatch Integration:* Evaluation of the operational impact of the Tablet Command software adopted countywide in late 2023, which substantially altered turnout and notification workflows.
 - *Master Plan Alignment & Accomplishments:* Formal documentation of completed initiatives and structural improvements achieved by each participating department.
 - *Comprehensive Financial Revisions:* Integration of closed actuals for Fiscal Year 2024–2025 and adopted budgets for Fiscal Year 2025–2026, alongside recalibration of five-year Pro Formas, capital reserves, and ERAF funding outlooks.
- **Excluded Items:** AP Triton will not re-run GIS mapping, community risk analyses, or demographic profiles, as those foundational elements remain representative and valid.
- **Schedule & Deliverables:** AP Triton targets completing the updated analytics and distributing revised draft reports to all participating fire entities by December 2026.

Contract Terms: Except for the expanded scope of services and the increase in the Maximum Amount to \$176,468, all other terms and conditions of the December 8, 2023 Professional Services Agreement remain in full force and effect

ATTACHMENTS

- 1) December 8, 2023 Professional Services Agreement with AP Triton, LLC
- 2) September 9, 2026 AP Triton Proposal for Revised Scope of Services (Exhibit A-1)
- 3) Draft Amendment No. 1 to Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(LAFCO of Napa County /AP Triton, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Napa County, a subdivision of the State of California (“LAFCO”), and AP Triton, a Wyoming Limited Liability Company registered to do business in the State of California, (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. LAFCO has determined that it requires the following professional services from a consultant: Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall

indemnify and hold harmless LAFCO, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant's failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's September 8, 2023 proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Brendon Freeman, Executive Officer. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is One Hundred Forty Three Thousand Seven Hundred and Eighteen Dollars (\$143,718.00).
- 3.5. "Commencement Date": Upon execution of Agreement.
- 3.6. "Termination Date": Upon approval and adoption of Final Municipal Service Review & Sphere of Influence Study, by LAFCO Commission.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions

of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - 5.2.1. Only the LAFCO Executive Officer or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Officer's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.
 - 5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a

written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.

- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a LAFCO business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than two hundred fifty dollars (\$250) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such

- services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kurt Latipow shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.
- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit A in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.

- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “LAFCO” shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant’s alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant’s performance under this Agreement or failure to comply with any provision in this Agreement. LAFCO’s right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. LAFCO shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend LAFCO hereunder has arisen.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.
- 11.4. **Attorneys’ Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of LAFCO’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.4.1. **Attorneys’ Fees in Enforcing Indemnity.** Attorneys’ fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.
- 11.5. **Defense Deposit.** LAFCO may request a deposit for defense costs from Consultant with respect to a claim. If LAFCO requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:
- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews.
 - Documentation of Best's rating acceptable to the LAFCO.
 - Original endorsements effecting coverage for all policies required by this Agreement.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$3,000,000 per occurrence,
\$3,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Excess Liability: \$2,000,000 per occurrence
and aggregate
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The LAFCO must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Napa County, Attn: Brendon Freeman, 1754 Second Street, Suite C, Napa, CA 94559.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and

deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Brendon Freeman, Executive Officer
LAFCO of Napa County
1754 Second Street, Suite C
Napa, CA 94559
Telephone: 707-259-8645

Email: bfreeman@napa.lafco.ca.gov

If to Consultant:

Kurt Henke
AP Triton, LLC
1309 Coffeen Avenue, Suite 3178
Telephone: 833-251-5834
Email: khenke@aptriton.com

With courtesy copy to:

Gary B. Bell
 LAFCO Counsel
 Colantuono, Highsmith & Whatley, PC
 333 University Avenue, Suite 200
 Sacramento, CA 95825
 Phone (916) 400-0370
 Email: gbell@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive Officer in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation

- of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such

failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Napa. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”

Local Agency Formation Commission of
Napa County

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”

AP Triton, LLC

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Gary B. Bell, LAFCO Counsel

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party¹ or party's agent² during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$250 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- ☐ License
- ☐ Permit
- ☐ Franchise
- ☐ Mills Act or Development Agreement
- ☐ Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- ☐ Lease
- ☐ Other Entitlement³

Name and address of any party or party's agent who has contributed more than \$250 to any Commissioner within the preceding 12 months. If none, write in "none:"

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

(c) Name of Commissioner to whom contribution was made:

1. _____
2. _____

³ "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by LAFCO:

Application No.: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California 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. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A
(Scope of Services)
AP Triton Proposal



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

September 8, 2023

Brendon Freeman, Executive Officer
Napa LAFCO
1754 Second Street, Suite C
Napa, California 94559-2450

RE: Proposal for Municipal Service Review and Sphere of Influence Update for Napa County's Fire and Emergency Medical Services

Dear Mr. Freeman:

I am pleased to submit AP Triton's comprehensive proposal for the Municipal Service Review (MSR) and Sphere of Influence (SOI) Update of Napa County's Fire and Emergency Medical Services. We recognize the multifaceted nature of this significant project and are committed to delivering an exceptional report outfitted with actionable recommendations.

We understand the project entails extensive data collection and stakeholder involvement, including Fire Protection Agencies like Napa County Fire, American Canyon Fire Protection District, and others, along with EMS Provider, American Medical Response (AMR).

Having previously completed three Master Plans for other Napa County agencies, including Napa City Fire Department, Napa County Fire Department, and American Canyon Fire Protection District, our team already has a significant background in and contribution to the County's fire and emergency medical services. Therefore, we are uniquely positioned to offer a comprehensive, timely, and insightful MSR and SOI study.

We are excited about the prospect of working with you to improve Napa County's Fire and Emergency Medical Services through this MSR and SOI study. We firmly believe that our expertise, commitment to excellence, and collaborative approach make us the ideal partner for this important undertaking. If awarded this project, we will assign Kurt Latipow, Vice President of Operations, as the project manager. If you have any questions at all, please do not hesitate to contact Mr. Latipow at klatipow@aptriton.com or 530.306.1382.



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

We sincerely appreciate your consideration of our proposal and look forward to the opportunity to contribute to the success of this vital project.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Henke", is written over a light blue horizontal line.

Kurt P. Henke
Principal/Managing Partner

Attachment
cc: Kurt Latipow



Napa LAFCO
California

Proposal to conduct a

FIRE & EMS

Municipal Service Review & Sphere of Influence Update

September 2023



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PROJECT UNDERSTANDING

AP Triton recognizes the imperative need for a thorough, impartial, and actionable Municipal Service Review (MSR) and Sphere of Influence (SOI) study for Napa County's Fire and Emergency Medical Services. We understand that Napa LAFCO aims to evaluate the current capabilities, service levels, and governance structures in order to provide a framework for the sustainable, efficient, and effective delivery of critical public safety services.

Our team is keenly aware of the multifaceted nature of this project, which requires extensive data collection from multiple local agencies and stakeholders. From collecting financial documents to soliciting community and stakeholder input, each step is crucial in constructing a comprehensive picture of existing services and future needs. We also understand the need for careful and ongoing communication with Napa LAFCO staff and other affected agencies throughout the project.

These agencies and key stakeholders include:

Fire Service Providers:

- Fire Protection Agencies:
 - County of Napa Fire
 - American Canyon Fire Protection District
 - City of Calistoga Fire Department
 - City of Napa Fire Department
 - City of St. Helena Fire Department
- Fire Protection Provided by County of Napa Fire Contract:
 - Town of Yountville
 - Volunteer Fire Stations:
 - Carneros Station 10
 - Soda Canyon Fire Station 13
 - Capell Valley Fire Station 14
 - Rutherford Fire Station 15
 - Dry Creek/Lokoya Fire Station 16
 - Angwin Fire Station 18

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- Pope Valley Fire Station 20
- Deer Park Fire Station 21
- Gordon Valley Station 22

- Fire Prevention Organizations

- Napa Communities Firewise Foundation
- Napa Fire Safe Councils: 33 Fire Safe Councils

Fire Based Emergency Medical Service (EMS) Provider

- American Medical Response (AMR) contract

Moreover, we recognize the significance of compliance with national standards and state laws, as well as alignment with local Napa LAFCO policies. We know that a successful MSR/SOI process is one that not only meets but exceeds the guidelines and standards set forth by governing bodies, leveraging best practices to achieve superior outcomes.

AP Triton is committed to delivering a report that is not just a tick-box exercise, but a strategic document outfitted with actionable recommendations. Our goal is to provide a framework that paves the way for continuous improvement in public safety services, grounded in innovative thinking and data-driven decision-making.

We believe our approach resonates strongly with Napa LAFCO's objectives. By integrating our broad expertise in fire service, EMS, and public safety consulting, we are uniquely positioned to offer a comprehensive, timely, and insightful MSR and SOI study.

QUALIFICATIONS, BUDGET COMPLIANCE, & TIMELINESS

At AP Triton, we provide an unparalleled level of expertise and a proven track record in delivering comprehensive solutions in the public safety sector. Established in 2014, our team has successfully executed numerous projects directly aligned with the scope and complexities of the MSR and SOI studies. This includes Municipal Service Reviews and Sphere of Influence Updates, Master and Strategic Plans, and Community Risk Assessments, among other initiatives. We pride ourselves on our commitment to innovative thinking and creative problem-solving.

QUALIFICATIONS TO PERFORM THE WORK

Expertise: Our consultants have specialized competencies in fire protection and emergency medical services, underpinned by an in-depth understanding of California state laws and national standards like NFPA 1710 and NFPA 1720.

Multidisciplinary Team: Our consultants offer a rich blend of skills including governmental organization analysis, budget projections, stakeholder facilitation, and public information dissemination.

Custom Solutions: We prioritize tailored strategies that promote long-term success, which is achieved by taking the time to understand our client's specific issues and needs.

BUDGET COMPLIANCE

Cost-Efficiency: Over the years, we have consistently delivered high-quality results within the budget constraints of our clients. We employ a stringent internal budget monitoring process to ensure fiscal discipline throughout the project life cycle.

MEETING DEADLINES

Timely Deliveries: AP Triton estimates a 12-month timeline for the successful completion of the MSR and SOI studies for Napa LAFCO, contingent upon receiving all required information for a comprehensive analysis.

Regular Updates: We are committed to delivering high-quality, actionable insights within the timeframe while maintaining open communication and collaboration with involved agencies.

AP Triton stands committed to providing an efficient, cost-effective, and high-quality MSR and SOI study for Napa LAFCO, executed within the agreed-upon timeframe and budget.

ESTIMATED PROJECT TIMELINE

Given our extensive background in delivering complex projects in the public safety domain, we project a timeline of 11–12 months for the successful completion of the MSR and SOI studies for Napa LAFCO. This timeline takes into account the scope of data collection, stakeholder outreach, analysis, and report drafting, among other tasks.

It is essential to emphasize that **the official timeline will commence only upon AP Triton's receipt of all necessary information and data. This ensures that our analysis is both thorough and accurate.**

While we propose an 11–12-month timeframe, our commitment to timeliness is unwavering. We will make every effort to expedite our processes without compromising the quality of the studies. Our team of experienced consultants is dedicated to delivering valuable insights that meet and exceed the objectives set forth by Napa LAFCO.

The successful delivery of this project is a collaborative endeavor between AP Triton and the involved agencies charged with delivering Fire and life safety services within Napa County. We hold open communication in high regard and will offer regular updates on project progress, including any potential adjustments to the timeline.

Our ultimate aim is to provide Napa LAFCO with a meticulous and insightful MSR and SOI study, supplemented with actionable and sustainable findings and recommendations. If any opportunities arise to fast-track specific tasks or processes, we will actively engage those options to deliver the final report in the most efficient manner possible.

Estimated Time to Complete the Project: 11–12 months

Project Schedule

The following table details the tentative project schedule and associated hours allocated to each section of our proposed Scope of Work.

Section & Tasks	Hours	Due Date
Section 1: Project Initiation	173	
Execution of Contract		October 2023
Project Kickoff		November 2023
Development of Criteria Determinations		November 2023
Development of Report Outline and Template		November 2023
Data Acquisition Complete		December 2023
Stakeholder Input & Fieldwork		February 2024
Section 2: Baseline Evaluations of the Agencies	423	
Agency Profiles		March 2024
Section 3: Additional Fire & EMS Service Issues	39	
Section 4: Exploration of Future Reorg./Alt. Gov. Structures	80	
Section 5: Review & Delivery of Report	276	
Review of the Administrative Draft Report		July 2024
LAFCO Commission, Public Review, & Public Hearing		August 2024
Revised Draft Report & LAFCO Public Hearing		September 2024
Final Presentation/Project Conclusion		If requested.

The above schedule aligns with the Scope of Work (SOW) we prepared specifically for this project, and it reflects our commitment to delivering high-quality results on time and within budget.

By adhering to this timeline, we aim to meet Napa LAFCO's objectives in a thorough and efficient manner, upholding our commitment to quality, timeliness, and effective stakeholder engagement. The following represents the proposed Scope of Work (SOW) prepared by Triton based on the requirements of the LAFCO to successfully complete the Municipal Service Review & Sphere of Influence Study. The various sections and tasks have been developed specifically for this project.

SCOPE OF WORK

The following represents the Scope of Work (SOW) prepared by Triton based on the requirements of your organization's request for proposal. The various sections and tasks have been developed specifically for this project. Each task is assigned to specific subject matter experts or to the project team.

SECTION ONE—PROJECT INITIATION & INFORMATION ACQUISITION

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

Triton will meet virtually with the LAFCO'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 and solicit input on engagement and outreach. 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
- Stakeholder engagement and outreach plan
- Resources to be utilized
- Methods for evaluating study results
- Agreement on the standards to be utilized
- 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 from LAFCO staff and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of MSR and SOI Update. Thoroughly researched and relevant studies will be included during Triton's review. **For the affected fire agencies**, the documents and information relevant to this project will include, but not be limited to, the following:

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

- Any previous relevant studies involving the agencies and organizations
- Napa County and City/Town census and demographic data and population growth projections, where available
- LAFCO policies and procedures
- Any current interagency or intergovernmental agreements (IGA)
- Organizational charts from each of the agencies and organizations
- Historical financial data, budgets, revenue sources, including debt information, long-range financial plans, and projections
 - Current assessed values of each jurisdiction and property tax rates
- Standard Operating Guidelines (SOGs) and service-delivery and deployment practices
- Fire and EMS Mutual Aid agreements
- Inventories of fire stations and other relevant facilities (e.g., training centers)
- Inventories of apparatus, special operations vehicles, and other vehicles
- Current performance standards and service delivery objectives
- Historical records management data, including National Fire Incident Reporting System (NFIRS) incident data (3–5 calendar years in an Excel spreadsheet format)
 - Computer-Aided Dispatch (CAD) incident records (3–5 calendar years in an Excel spreadsheet format)
- Workload and call volume data will be requested from the primary and secondary Public Safety Answering points
- List of all career, part-time, and volunteer operations personnel and administrative support staff (without names)
 - To include ranks, EMS and other certifications, salaries, benefits, and volunteer compensation (if applicable)
 - Two to three years of historical leave usage
- Most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) ratings and reports for each participating agency
- Geographic Information Systems (GIS) data, to include the service-area boundaries of each fire district and their respective fire station locations
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Development of Criteria Determinations

AP Triton will work with the LAFCO's Project Manager to prepare relevant written MSR determinations for each of the following considerations. The statute sets forth the form and content of the MSR, which will inform the Commission on the following seven issues (California Government Code §56430):

- Growth and population projections for the affected area.
- The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.
- Financial ability of agencies to provide services.
- Status of, and opportunities for, shared facilities.
- Accountability for community service needs, including governmental structure and operational efficiencies.
- Any other matter related to effective or efficient service delivery, as required by commission policy.

For SOI, Triton will work with the LAFCO's Project Manager to prepare written determinations for each subject agency with respect to each of the following (California Government Code §56425):

- The present and planned land uses in the area, including agricultural and open space lands.
- The present and probable need for public facilities and services in the area.
- The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection. The present and probable need for those facilities of any disadvantaged unincorporated communities within the existing sphere of influence.

Task 1-D: Development of Report Outline and Template

The Triton Project Team will work with the LAFCO's Project Manager to prepare a relevant and functional report outline for the MSR and SOI Study.

Task 1-E: Stakeholder Input & Field Work

The Triton Project Team will provide the option to conduct onsite or virtual interviews with LAFCO staff and other key personnel and stakeholders 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. Triton will place special emphasis on understanding the needs, opportunities, and concerns regarding future reorganizations of the affected fire agencies.

SECTION TWO—BASELINE EVALUATIONS OF THE AGENCIES

For each of the LAFCO's affected fire agencies, Triton will complete a baseline assessment of the current organizational conditions, their respective communities, and their current service performance. Triton will conduct an organizational review of these agencies and organizations based on the elements included in the following tasks.

The purpose of this evaluation is to assess each agency's operations in comparison to industry standards and best practices, as well as to create a benchmark to determine the options for future service delivery and regarding future reorganizations of the affected fire agencies.

Task 2-A: Overview of Each Affected Fire Agency

Triton will conduct an overview of each affected fire agency and their respective communities to include, but not be limited to:

- Service area population and demographics, including the location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- History, formation, and general description of each agency
- Description of the current service delivery infrastructure
- Risks Protected
- Governance and lines of authority
- Organizational structure
- Management components

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- Review of current policies, procedures, and any SOGs and their alignment with mission and strategic goals
- Internal and external communications processes
- Records management and information technology systems
- Document control and security

Task 2-B: Services & Operations

For each affected fire agency, Triton will review:

- **Services Provided**

- Triton will review the services provided by each agency and organization, placing special attention on the needs, opportunities, and concerns regarding future reorganizations of the affected fire agencies.

- **Staffing & Personnel**

- Triton will review each agency's career, volunteer, and part-time staffing levels.

- **Capital Facilities & Apparatus**

Triton will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing conditions of capital assets and their viability for continued use in future service delivery and regarding future reorganizations of the affected fire agencies.

Fire Station Facilities—Tour and make observations in areas critical of the current fire station location. This will entail a cursory review of the facility and not a detailed, comprehensive engineering analysis. Items to be contained in the report include:

- | | | |
|----------------|--------------------|--------------------|
| ▪ Design | ▪ Code compliance | ▪ Future viability |
| ▪ Construction | ▪ Staff facilities | |
| ▪ Safety | ▪ Efficiency | |

Apparatus/Vehicles—Review and make recommendations regarding inventory of apparatus and other vehicles and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment

Task 2-C: Review of Fire and EMS Historical System Performance

Utilizing Computer Aided Dispatch and National Fire Incident Reporting data, Triton will review and make observations in areas specifically involved in, or affecting, service levels and performance of the agencies. These will include, but not necessarily be limited to:

- ▼ **Distribution Study**

- Overview of the current facility and apparatus deployment strategy, analyzed through geographical information systems (GIS) software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.

- ▲ **Reliability Study**

- Analysis of current workload, including unit hour utilization (UHU) and time on task (TOT) of individual companies (to the extent data is complete and relevant)

- **Ambulance Performance**

- Detailed analysis of ambulance response time performance

- **Mutual and automatic aid systems**

Task 2-D: Community Risk Assessment

For those areas that have not undergone a community risk assessment within the last 36 months, Triton will conduct an all-hazards analysis of the communities. The purpose of this evaluation is to assess the community's hazards, threats, vulnerabilities, and risks in comparison to recognized standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 2-E: Population Growth & Service Demand Projections

Utilizing available census data from each agency and organization and the historical service demand (call volumes) of each, Triton will project the following:

- Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- Population growth projections among each of the agencies and organizations for the next 5–10 years
- Service demand projections among each of the agencies and organizations for the next 5–10 years

Task 2-F: Financial Review

Triton will review the existing financial status of each affected fire agency. This task will be a basic overview of fiscal status of each agency and the financial ability of agencies to provide services. This task will include, but not be limited to:

- Review and analyze agency budgets, revenues, expenditures, employment costs, compression analysis, audit reports, and long-range financial plans
- Comparative analysis demonstrating cost, funding, and efficiency in relation to neighboring and similar jurisdictions
- Any other issues related to revenue, expenditures, and annual budgets

Task 2-G: Opportunities & Challenges

Using the interviews and research completed from Section One as a baseline, Triton will identify:

- Strengths of each affected fire agency
- Weaknesses of each affected fire agency
- Opportunities facing each affected fire agency
- Threats challenging each affected fire agency

Analyzing and updating the strengths, weaknesses, opportunities for, and threats to the agencies and organizations is a critical step in identifying options regarding future reorganizations of the affected fire agencies.

Task 2-H: Service Adequacy

Triton will analyze the present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

Task 2-I: Community Accountability

Triton will review the accountability for community service needs, including operational efficiencies that may be impacted by future reorganizations of the affected fire agencies.

Task 2-J: Municipal Service Review Determinations

Based on the elements above and previously determined criteria, Triton will draft proposed municipal service review determinations for each agency that meet the legal requirements as identified in Government Code §56430.

Task 2-K: Sphere of Influence Review Determinations

Triton will review the sphere of influence for each of the affected fire agencies and determine the impacts of future reorganizations based on previously determined criteria.

Task 2-L: Dispatch System & Related Technology Evaluation

Napa County has three public safety answering points (PSAPs)—the City of Napa Central Dispatch, which is an element of the Napa Police Department; the City of Calistoga Dispatch and the City of St. Helena Dispatch, which are each elements of their respective Police Departments. In addition, CAL FIRE St. Helena ECC is a secondary PSAP. Triton will evaluate the PSAPs performing fire and EMS dispatching in Napa County in the following areas:

- Governance
- Organizational Structure
- Facilities
- Workload/Call Volumes
- Staffing
- Efficiency & Productivity
- Funding, financial obligations, & expenditures
- Training
- Operational Policies/SOPs/SOGs
- Performance Standards
- Coordination
- Technology
- Capital (buildings/equipment) needs of the Dispatch Centers
- The evaluation will include recommendations for improving communications, interoperability, and response based on industry best practices and national standards. Triton will review authorized staffing versus actual staffing levels and their application to minimum staffing. Policies and compliance with performance standards will be reviewed, such as call answer and call processing times. Triton will evaluate the PSAPs' adoption of Emergency Medical Dispatch (EMD) and efforts to gain accreditation.

Triton will review current technology in the PSAP, such as the Computer-Aided Dispatch system and its interfaces, such as fire station alerting, mobile data, records management, CAD to CAD, etc. The use of Automatic Vehicle Location (AVL) systems to enable the dispatch of the closest, most appropriate resources will also be evaluated. The various radio systems in use by Napa County agencies will also be evaluated for interoperability.

SECTION THREE—ADDITIONAL FIRE & EMS SERVICE ISSUES

In addition to including the required analysis and written statement of service review determinations and sphere of influence updates, Triton will also consider the following issues, many of which are interconnected or overlap, and identify potential options or opportunities for addressing these issues in Napa County, as necessary.

Task 3-A: Joint Powers Agreements

AP Triton will assess current Joint Powers Agreements (JPAs), to understand how multiple agencies collaborate for the direct provision of public services. The evaluation will review and identify all relevant JPAs, then evaluate operational efficiencies and potential bottlenecks. Financial analyses will be conducted to assess the economic feasibility and benefits of these collaborations. AP Triton will identify findings and actionable recommendations for Napa LAFCO and the involved agencies. The objective is to provide Napa LAFCO with a comprehensive, data-backed understanding of how JPAs affect service delivery, cost-effectiveness, and long-term planning.

Task 3-B: Fire Prevention, Protection, & Community Resiliency

Triton will review and analyze the fire prevention, protection, and community resiliency programs that the agencies are providing throughout Napa County, including programs intended to strengthen local community resiliency to withstand and recover from wildland fires. This review will identify and use appropriate benchmarks to analyze options for providing these programs/services. This will include:

- Identification of applicable best practices for:
 - Safe evacuation of residents
 - Hazardous vegetation removal and mitigation
 - Creation of fuel and fire breaks
 - Better alignment of programs with plans
 - Increased community understanding of and participation in these programs

Task 3-C: Climate Change, Wildfires, & Wildland Urban Interface (WUI)

Triton will review the risks and impact of climate change on fire service provision in Napa County, including:

- Specific communities considered at higher risk due to their geography and topography
- Review the actions of the agencies to mitigate the increased associated risks of wildfires
- Analyze the pros and cons of various alternative options for better addressing these risks

The review will analyze how each applicable agency is addressing fire concerns in the wildland-urban interface (WUI) and how the combined presence of certain environmental factors (e.g., high winds and high fuel levels) and human-caused factors (e.g., more development) can significantly increase fire danger in the WUI.

The review will also consider whether current and/or new plans and guiding documents (e.g., Napa County Community Wildfire Protection Plan, etc.) could enable affected agencies to better prioritize and provide consistency in the delivery of fire prevention and protection services countywide, including in high fire risk areas.

Task 3-D: Mutual & Automatic Aid, and Interagency Communication & Coordination

Triton will review and analyze interagency relationships, communication efforts, coordination, and mutual and automatic aid systems. This will include:

- Regional benefits offered by each agency pertaining to fire protection, EMS and prevention
- Mutual aid benefits and/or burdens on the Countywide fire and EMS system
- Interagency communication and coordination responsibilities in fire prevention planning/programming and during fire events, including:
 - In the WUI
 - Along shared borders
 - On public and private lands and public rights-of-ways

SECTION FOUR—EXPLORATION OF FUTURE REORGANIZATIONS AND/OR ALTERNATIVE GOVERNANCE STRUCTURES

Triton will use the completed baseline assessment of each agency and organization to identify opportunities, efficiencies, cost-effectiveness, and feasibility for potential annexation or other shared services options. The Project Team will identify areas of duplication that can be reduced through shared resources, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service cooperative efforts.

Items in this phase of the report include but are not limited to the following areas. The detailed information will provide the LAFCO and its agencies and organizations with the information necessary to make important decisions.

Task 4-A: General Partnering Strategies & Consolidation Options

Triton will review the various shared services options for the agencies and organizations. The following options will be evaluated, discussed, and recommendations for the best option provided:

- Status quo (each agency remains autonomous, and existing agreements continue)
- Modifications and amendments to existing IGAs
- Operational Collaboration (contract for services)
- Legal integration/annexation options
- Any other valid options identified during the study

Task 4-B: Options for Shared Services or Reorganization

The task takes into account the many shared issues that face each affected fire agency, and how such matters affect efficient services. Triton will identify and analyze any of these issues. For each of the presented options for reorganization, Triton will evaluate and discuss the following:

- | | |
|--|---|
| • Objective of strategy | • Guidance |
| • Level of cooperation required | • Fiscal considerations |
| • New organizational structure, if applicable | • Economic considerations |
| • Estimated timeline for completion | • Political considerations |
| • Affected section, e.g., Administration, Operations, Support Services | • Social considerations |
| • Affected stakeholders | • Policy actions |
| | • Any other issues related to the recommended option(s) |

SECTION FIVE—REVIEW & DELIVERY OF FINAL REPORT

Task 5-A: Development & Review of the Administrative Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of LAFCO (and any others as directed). This feedback is a very important aspect of this project and Triton will provide adequate opportunities for review and discussion of the draft report prior to finalization. The report will include:

- Clearly designated findings, recommendations, and benefits of implementation
- Detailed narrative analysis of each report element clearly written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 5-B: LAFCO Commission, Public Review, & Public Hearing

Triton will address LAFCO staff's comments and prepare a Draft Municipal Service Review & Sphere of Influence Study Report:

- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Draft Report at the LAFCO Public Hearing (with an option to be in-person or fully virtual)

Task 5-C: Revised Draft Report & LAFCO Public Hearing

Following the Draft Municipal Service Review & Sphere of Influence Study Review and Public Hearing, Triton will revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff.

- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Revised Draft Report at the LAFCO Public Hearing (with an option to be in-person or fully virtual)

Task 5-D: Implementation Plan for MSR-SOI Study Recommendations

AP Triton will create an implementation plan that outlines the steps, responsibilities, and timelines for executing the recommendations that will arise from the Municipal Service Review and Sphere of Influence (MSR-SOI) Study. By accomplishing this task, we aim to ensure a streamlined and effective implementation process for the MSR-SOI Study's recommendations, ultimately resulting in improved public services.

Task 5-E: Final Municipal Service Review & Sphere of Influence Study Report

Following LAFCO adoption of the Municipal Service Review & Sphere of Influence Study, Triton will prepare the final clean and complete report copy (PDF and Word versions) for distribution and filing.

PROJECT FEE PROPOSAL

AP Triton Meeting & Sitework Information

AP Triton has designed a multi-faceted approach to ensure comprehensive stakeholder engagement, effective project execution, and optimal cost efficiency for Napa LAFCO. Here are the key components of our process:

- **Stakeholder Engagement:** Two of our associates will be on location for an intensive three-day period, during which stakeholder interviews and site visits will be conducted. Subsequent interviews will be completed via virtual communication platforms.
- **Dispatch Expertise:** A Subject Matter Expert (SME) specializing in Dispatch will be present on site for a two-day engagement.
- **Commission Meetings:** Two representatives from AP Triton will participate in two scheduled Commission meetings via virtual platforms. Should the need arise for onsite presence or additional team members, these will be accommodated on a time and expenses basis.
- **Final Presentation:** This optional deliverable can be conducted either virtually or in person. In-person presentations will be calculated based on a time and expenses model.

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	\$27,647
Section 2: Baseline Evaluations of The Agencies	\$61,796
Section 3: Additional Fire & EMS Service Issues	\$4,875
Section 4: Exploration of Future Reorganizations	\$10,133
Section 5: Review & Delivery of Final Report	\$39,267
Proposed Project Fee (will not exceed):	\$143,718

PAYMENT INFORMATION

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Data Engineering Costs

- **Included Services:** Data engineering for up to three specific data sets (i.e., CAD, NFIRS, ePCR) is included in our all-inclusive pricing. This encompasses gathering and assisting the agency with straightforward data pull requests.
- **Additional Incident Data:** Any extra incident data needed (i.e., previous RMS or CAD database records) will incur a charge of \$1,000 per database.
- **Substantial Assistance:** Should AP Triton consultants provide substantial assistance or direct data pulls from the client's records, this service will be billed at \$1,000 per database.

Additional Hours and Expenses

- **Project Manager Rate:** Extra hours for the Project Manager will be billed at \$175 per hour.
- **Consultants' Rate:** Additional hours for consultants will be billed at \$125 per hour.
- **Travel Expenses:** Any extra travel expenses will be billed separately, in addition to the hourly rate.

Cost Quotation Information

- The bid quotation is valid for 180 days
- Triton Federal Employer Identification Number: 47-2170685

ABOUT AP TRITON

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.



Address: 1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801



Phone: 833.251.5824 (toll free)



E-Mail: info@aptriton.com



Website: www.aptriton.com

About AP Triton

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in the fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Master Plans, Strategic Plans, Emergency Operations Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

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With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of Napa LAFCO. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

By choosing AP Triton as your consulting partner, you gain access to a dedicated team that is committed to delivering exceptional results. We prioritize your goals, remain responsive to your needs throughout the engagement, and provide ongoing support even after project completion. Our dedication to client satisfaction sets us apart and makes us the ideal choice for Napa LAFCO's consulting needs.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

Triton's Approach to Projects

Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.
- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and workplan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.

- Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.
- Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

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.

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- Understand client needs:** Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- Develop a work plan:** Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.

- ▶ **Engage stakeholders:** Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.
- ▶ **Conduct a comprehensive assessment:** Triton conducts a thorough assessment of the existing organization(s). We identify areas for improvement and prioritize them based on their impact and feasibility.
- ▶ **Enhance operational efficiency:** Triton identifies opportunities to optimize operational processes.
- ▶ **Focus on continuous training and education:** Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- ▶ **Incorporate data-driven decision-making:** Triton utilizes data and analytics to drive decision-making recommendations.
- ▶ **Foster collaboration and partnerships:** Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.
- ▶ **Ensure compliance with regulations:** Triton strives to stay current with local, state, and federal industry regulations.
- ▶ **Monitor and evaluate progress:** Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

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 participating 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.

PROJECT TEAM QUALIFICATIONS

AP Triton is dedicated to partnering with highly experienced and qualified public safety consultants. We have a diverse pool of individuals with extensive knowledge and expertise to meet a wide range of client needs. At Triton, we approach each project with unwavering commitment, treating it as our top priority. We are confident that AP Triton is the ideal choice to provide you with the most reliable Fire & EMS Municipal Service Review & Sphere of Influence Update.

Our Project Team boasts a wealth of experience across various locations throughout the United States. Our approach to assembling Project Teams is meticulous, considering each associate's background, education, experience, and expertise. This ensures that we match the right individuals to the specific tasks required to successfully address your agency's unique needs. As you will discover in the following biographies and resumes, each team member brings a distinct set of skills and valuable past experiences that will greatly benefit the Napa LAFCO's MSR-SOI Update.

By choosing AP Triton, you gain access to our exceptional talent pool and a customized team equipped to deliver optimal solutions tailored to your specific requirements. We are committed to exceeding your expectations and providing you with unparalleled expertise and support throughout the project.

Our potential project team is contingent upon the timing of the project and availability of the consultant. This talented group of individuals possesses the skills and expertise needed to successfully execute the project. However, their involvement is subject to alignment with the project timeline and their current commitments. We are excited about the possibility of collaborating with this team, and we will work diligently to ensure their participation aligns with the project's requirements and timing.

Project Management Structure

AP Triton's project teams have developed strong organizational skills and adaptability to effectively balance their workload and ensure successful outcomes across various engagements. Triton manages multiple projects simultaneously while ensuring high-quality work and meeting client expectations with the following strategies:

- **Team:** Triton customizes each team, matching our associates' skills and expertise to each client's specific needs. We delegate specific tasks or engage a team to assist with certain aspects of the project. By leveraging the expertise and skills of others, we can distribute the workload and maintain productivity.
- **Time Management & Task Prioritization:** Effective time management is crucial for consultants. They prioritize tasks, set deadlines, and allocate dedicated time blocks for each project. This helps them stay organized and focused on delivering results.
- **Project Planning:** Triton creates work plans that outline key deliverables, milestones, and timelines for each project. This provides us with a clear roadmap and ensures we remain on track with our commitments.
- **Effective Communication:** Clear and proactive communication with clients is essential. Triton keeps our clients informed about project timelines, progress, and any potential challenges. This transparency fosters trust and helps us manage client expectations.
- **Leveraging Technology:** Consultants utilize various tools and technologies to enhance their productivity and efficiency. Project management software, communication platforms, and collaborative tools enable seamless coordination, document sharing, and real-time updates.
- **Efficient Work Processes:** Triton is constantly evaluating quality assurance and quality improvement. We develop efficient work processes and methodologies based on our experience and industry best practices. We strive to streamline repetitive tasks, leverage templates and frameworks, and adopt standardized approaches to optimize our workflow.
- **Prioritization & Focus:** Triton's designated Project Manager is available for the duration of the assigned project. They lead the team and assist our associates and subject matter experts in prioritizing their tasks based on project urgency, client needs, and strategic importance.
- **Collaboration:** Our project teams do not operate in a silo. We possess a pool of expertise and resources. Our project teams collaborate to share insights, seek advice, and leverage collective knowledge to deliver high-quality results.

Kurt Latipow EFO**Project Manager/Vice President Emeritus****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"

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

Projects Completed

- Montecito/Carpinteria Summerland FPDs (CA)—Station location study
- Templeton CSD FD (CA)—Master Plan
- Coalinga FD (CA)—CRA-SOC
- Golden CO FD, Fairmont FPD, Pleasant View FD—Cooperative Services Study
- City of La Verne FD (CA)—CRA-SOC
- Placer County LAFCO N Tahoe/Weeks Bay FPD—Annexation Fiscal Analysis Update
- Fairfield FD (CA)—Master Plan
- American Canyon FPD (CA)—Master Plan
- Central Santa Cruz PFD (CA)—Master Plan
- Napa City FD (CA)—First Responder Fee Study
- Napa City FD (CA)—Master Plan
- Napa County FD (CA)—Master Plan
- Santa Barbara City FD (CA)—CRA-SOC

Projects In Process

- Santa Cruz LAFCO (CA) MSR-SOI Focused Study
- Placer LAFCO (CA)—Western Slope MSR-SOI Update
- Nevada LAFCO (CA)—MSR-SOI Update
- Santa Maria FD (CA)—Master Plan
- Salinas FD (CA)—Master Plan

Brian Helmick MS, BS**Assistant Project Manager/Senior Associate****Summary of Qualifications**

Brian Helmick is a seasoned public safety executive with 27 years of multifaceted experience in fire protection and emergency response. Currently a Deputy Fire Chief for the Contra Costa County Fire Protection District (CCCYPD), he has held a diverse array of roles, ranging from Fire Chief to Battalion Chief and Firefighter Engineer. His leadership portfolio extends to educational initiatives; founding two training and certification organizations for future firefighters, and establishing groundbreaking crisis management programs that have been adopted nationally. Known for strategic planning, innovative initiatives, and excellent fiscal oversight, Helmick is a proven leader committed to enhancing community public safety.

In every role, Deputy Chief Helmick demonstrates strong leadership and effective management. His dedication to public service is evident in his community involvement and professional accomplishments. He is an inspiring figure in public safety, continually striving to improve organizational performance and community well-being.

Professional Development & Education

- Master's in Organizational Leadership
- Numerous certifications in operations, incident command, instruction, counseling, crisis intervention, and special district leadership

Experience

- Deputy Fire Chief, Contra Costa County Fire Protection District (CCCYPD)
- Strategic leadership in one of California's most densely populated regions
- Roles have included Fire Chief, Battalion Chief, and various other executive and operational positions
- Established the county's first CISM (Critical Incident Stress Management) Peer Support Chaplain Program
- Founded two training/mentoring organizations for future firefighter recruits

Key Achievements

- Developed a countywide CISM model adopted and implemented nationwide
- Established a pipeline for professional development for future firefighters through training organizations
- Recognized with multiple leadership awards and commendations

Professional Affiliations

- Brentwood Rotarian
- Fire Department Chaplain, California Fire Chaplains
- Past-President, Contra Costa County Public Safety Support Services
- Four-year Zone 3 Director, Fire District Association of California
- Director of Fire & EMS, 10-33 Foundation

Jennifer Stephenson ^{MPP} Policy Consulting Associates/Principal

Jennifer Stephenson will provide management of the PCA Team contributions to the project. She will be the team's subject matter expert on LAFCo law and requirements, provide policy analysis of the agencies, and review internal drafts. Ms. Stephenson will coordinate closely with project management staff and ensure that the project adheres to established timelines.

Ms. Stephenson is a co-founder and principal of PCA, where she is responsible for regional and municipal research analysis. She has technical expertise in benchmarking, performance evaluation, municipal budgeting, survey design, statistics, and economic modeling. As part of PCA, Jennifer has been involved in review studies for countless LAFCOs, including but not limited to Orange, Santa Clara, Alameda, Placer, and Fresno. She has co-authored incorporation studies, annexation studies, and infrastructure needs assessments. She earned her Master's degree in Public Policy from Pepperdine University, where she was a Forstmann Scholar.

Relevant Experience

- Co-manager and co-author for Napa Countywide Water and Wastewater MSR and MSR and SOI Updates for the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village for Los Angeles LAFCO.
- Serving as an Executive Officer of Plumas LAFCO.
- Serving as Deputy Executive Officer of Sutter, Lassen, and Modoc LAFCOs, and providing staff support services at eight LAFCOs.
- Author and/or project manager of over 250 municipal service reviews and other studies, all completed punctually, within budget, and with complete client satisfaction.
- Operating a successful business with an outstanding reputation for 12 years, overcoming a period of recession in business start-up phase.
- Served as project manager for the Plumas, Santa Clara, Yolo, Amador, Mendocino, Lassen, Calaveras, and Alameda County special district and city MSRs, and other projects.
- Recipient of the 'CALAFCO Outstanding Associate Member of the Year' award
- CALAFCO University and Conference instructor of *Understanding Health Care Districts and the Role of LAFCO*, *Fiscal Health of Fire Protection Districts*, *Getting to the Nitty Gritty of Consolidation Options*, and *The New Normal- How the Economy is Affecting Service Provision*.
- Primary contributor and project manager of the CALAFCO award-winning Santa Clara Water Municipal Service Review.
- Stephenson assisted with fiscal analysis and analysis of service levels for governance studies conducted of annexation and cityhood in north Los Angeles County and in East Los Angeles.
- Contributed to multi-billion-dollar transportation financial plans for rail systems and goods movement.
- For a regional infrastructure needs assessment for the Southern California Association of Governments, Stephenson analyzed transportation, air quality, water quality, open space, and parks in the 187-city Southern California Association of Governments (SCAG) region.
- Assisted with fiscal analysis and budget projections for economic and fiscal studies for the City of Beverly Hills.

Don Jarvis MS, BS, AS**Senior Associate****Summary of Qualifications**

Don is a senior fire service manager and leader with over 40 years of experience from volunteer firefighter to Interim Fire Chief. As a Firefighters Union Executive Board Member, Don helped lead the effort that resulted in the City of Campbell contracting for service with Santa Clara County Fire Department in 1993. As an officer at County Fire, Don was active in the development and implementation of subsequent contracts with two more cities and two Fire Districts, eventually taking the lead on the renegotiation of service contracts and the non-renewal of one contract. Don served as the Emergency Medical Services Officer; Accreditation Manager; Operations Chief; Support Services (Logistics) Chief; and Assistant Chief. Don has also been the Agency lead on negotiation of labor contracts, has managed apparatus acquisition and facility construction projects, and represented the department on a variety of interagency projects. Most recently, Don served as the Interim Fire Chief at the Aptos/La Selva Fire District as they completed a long-awaited consolidation with the Central Fire District of Santa Cruz County. This led directly to Don's work with Santa Cruz LAFCO, consulting with the Executive Director on several pending fire related projects.

Professional Development & Education

- California State University, Long Beach, CA, M.S. Emergency Services Administration, 2010
- Cogswell Polytechnical College, Sunnyvale, CA, B.S. Fire Prevention Technology, 2001
- Cogswell Polytechnical College, Sunnyvale, CA, B.S. Fire Administration, 1998
- Cabrillo College, Aptos, CA, A.S. Fire Science 1979

Licensure & Certifications

- California Chief Officer Certification
- California Fire Officer Certification
- Qualified in several ICS positions
- Agency Accreditation Manager

Experience

- Former Interim Fire Chief, Aptos/La Selva Fire District
- Assistant Fire Chief (Retired), Santa Clara County Fire Department
- Over 40 years of Fire Service Experience
- Experience working with LAFCO on annexation, reorganization, and fire project consulting
- Negotiated contracts for fire service with Cities and Fire Districts; Negotiate labor agreements

Associated Professional Accomplishments

- Former Board Member, Santa Clara City Redevelopment Successor Agency
- Former Working Group Member, Silicon Valley Regional Interoperability Authority
- Founding Member, Santa Clara County Incident Support Team

Lisa Driscoll MBA, BA
Senior Associate



Summary of Qualifications

Lisa Driscoll brings a variety of experience in municipal administrative services. She retired in 2022 as the County Finance Director for Contra Costa County, California. She started her career in public service in 1984 with the County of Contra Costa. During her 38-year career, Lisa worked in the County Administrator's Office and the Private Industry Council, and had administrative responsibility primarily for County Finance, Budget, and Labor Relations.

Lisa is extremely well versed in Finance, with extensive experience in operations, budget preparation/management, long-range finance planning, revenue generation, funding strategy, and expenditure evaluation and reduction strategies. Lisa has specific experience in allocating budget resources, maximizing revenue resources, and establishing fiscal policies.

Lisa has a keen understanding of financial management, with a precision and thoroughness in financial calculations, and an extensive knowledge of public sector budgeting.

Professional Development & Education

- Master's Degree in Business Administration (MBA) with a concentration in Computer Information Systems, California State University Hayward
- Bachelor's Degree in Business Administration with a concentration in Marketing, California State University Hayward
- Associate in Arts degree from Diablo Valley College, Pleasant Hill
- Training in municipal finance, debt management, workplace investigations, and general management
- Credentialed California County Senior Executive

Experience

- County Finance Director, County of Contra Costa, California
- Senior Deputy County Administrator, County of Contra Costa, California
- Budget System Administrator, County of Contra Costa, California
- Voting Member: Deferred Compensation Committee, Debt Affordability Advisory Committee, Other Post Employment Benefit Committee
- Staffed the Finance/Capital Committee and Measure X Community Advisory Board

Associated Professional Accomplishments

- Established Contra Costa County's financing policies, including the Budget Policy, Debt Management Policy, and Workers Compensation Confidence Level Policy
- Lead team that improved the Contra Costa County's credit rating from Standard & Poor's from "AA" to "AAA" and the credit rating from Moody's from "Aa3" to "Aa1"
- Led staff on successful debt issuance, eleven Distinguished Budget Presentation awards, and 50+ labor contract negotiations

Laura Blaul MPA, BA**Senior Associate****Summary of Qualifications**

Dedicated and accomplished executive, manager, mentor, teacher, student and servant leader with career and life experiences centered around purpose, service, and results. Over 28 years of fire service experience, progressing from Paid Call Firefighter to Assistant Chief/Fire Marshal. Experienced in establishment of evaluation criteria and performance indicators/metrics to determine impact. Thought leader and forward-thinking change agent excelling in the use of analytical results to plan and execute new directions. Expertise in problem solving and related efforts to build stronger and more resilient local communities. Excited about influencing and understanding results and impacts.

Professional Development & Education

- University of California, Irvine, Hazardous Materials Program Certificate
- California State University, Long Beach – Public Administration MA
- California State University, Chico – Chemistry and Biology BA

Professional Experience

- Board Member/Policy & Board Development Committees, California Fire Safe Council, 2017–present
- Board/Code Development Member, International Fire Chiefs, Fire & Life Safety Section, 2013–2016
- Wildland Policy Committee Member, International Fire Chiefs Association, 2012–2016
- State Workgroup Leader, Automatic Extinguishing Systems Certification Program, CA OSFM, 2015
- Assistant Chief/Fire Marshal, Orange County Fire Authority, 1987–2013
- Paid Call Firefighter, Orange County Fire Authority, 1985–1987
- Fire Service Member on Advisory Committee, California Building Standards Commission, 2010–2013
- Advisory Committee (founding member) CA Fire Chiefs/CA Building Officials, 2005–2013
- Code Development Chair, International Code Council, Southern California Chapter, 1998–2011
- President/Board Member, California Fire Chiefs Association, Fire Prevention Officers, 2000–2005
- Instructor for Building Design for Hazardous Materials Course, Hazardous Materials Certificate Program, University of California, Irvine, 1995–1998
- Instructor for Regulatory Framework, Environmental Compliance Program, CSU, Fullerton, 1997–1999

Associated Professional Accomplishments

- Transformed Risk Management Department to one focused on results.
- Created a methodology and processes to identify and define risks; revised data collection and analysis practices to support new system. Accurate and reliable data now used to drive decisions.
- Evaluated every program and either modified to target prioritized risks or decommissioned.
- Prepared & monitored annual budgets & revenues for public and fee-funded programs; managed contract services and purchased needed resources. Developed first program-based budget.
- Developed new fee program supported by the development community and unanimously approved by 24-member Board of Directors despite a 100% overall increase in fees. New program eliminated General Fund subsidy of 48% and recovered 100% of costs for services.
- Reconstituted the Hazardous Materials Program, reducing customer fees by 80%.
- Expanded budget by 20% through grants and program sponsors; increased workforce by 30% through program partnerships.
- Co-Created (w/Ventura County Fire) and piloted the Ready, Set, go! wildfire mitigation program, which was adopted by the USFS and I-Chiefs as a national program to reduce wildfire losses.

Frank Blackley MPA, EFO, BS**Senior Associate****Summary of Qualifications**

Chief Blackley has more than 35 years of experience in the fire service and has served with several departments in southeastern North Carolina. His service began at the Wilmington Fire Department before spending nearly 10 years at the Wrightsville Beach Fire Department. In 1996, he began working with New Hanover County Fire Rescue as a fire inspector/investigator. In 1999, he returned to the Wilmington Fire Department as an inspector and was promoted to Assistant Chief and Fire Marshal in 2001. He served in this role until 2009, then transferred to Assistant Chief of Operations. In 2012, he assumed his last role as Assistant Chief of Support Services.

Chief Blackley brings a long list of education, experience, and technical expertise to AP Triton. With experience in both combination and career departments, he possesses a demonstrated record of professionalism and a commitment to excellence. In addition to fire administration and management accomplishments, Chief Blackley has contributed to Vision 20/20 as a technical advisor for several states and developed a new Outcome Measures Guide. He has spoken nationally on Community Risk Reduction and how to use data in decision-making. He is familiar with the Center for Public Safety Excellence accreditation process and wrote several categories for his previous department.

Educational Background

- University of North Carolina Wilmington, Master's Public Administration, Urban and Regional Policy and Planning, 2011
- Executive Fire Officer Program, Emmitsburg, MD, 2009
- University of Maryland University College, Bachelor of Science in Fire Science, 1996
- Guilford Technical Community College, Associate of Science in Fire Science
- Commission on Professional Credentialing, Chief Fire Officer

Professional Experience

- Consultant, Emergency Services Consulting International (ESCI), 2019–2020
- Technical Advisor, Vision 20/20
- Assistant Fire Chief, City of Wilmington, NC
- Deputy Fire Marshal, New Hanover County, NC

Relevant Experience

- President, North Carolina Fire Marshal's Association
- Chair, New Hanover County Public Safety Communication Center Policy Board
- Member, North Carolina Fire Code Revision Committee

Associated Professional Accomplishments

- Assisted in the development of the Community Risk Reduction course for National Fire Academy
- Developed the Outcome Measures Guide for Vision 20/20
- Published author, Crisis Response Journal, Hurricane Florence: Response and Recovery

Laura Beth Schmidt, MS, GISP Data Analyst



Summary of Qualifications

Laura has been working with geospatial technologies since 2001. Her twenty-year career has provided her with experience in a broad array of utilization of GIS. A creative problem solver, Laura has a diverse and creative set of organization and communication skills. She applies these skills and experiences to envisioning the creation of GIS programs, roles, and structures. She has worked with private, federal, state, and local stakeholders and has extensive experience with enterprise GIS, asset management implementation, databases, and Web GIS solutions. She has solid and practical experience in providing insightful spatial analysis into the problem of site selection, resource allocation, incident densities, and network analysis. Laura brings a hard-won confidence and a calming persona to challenging projects and naturally and seamlessly builds siloed individuals into teams. She is a natural leader.

Professional Development & Education

- Master of Science, University of South Carolina, Columbia, SC, 2001
- Bachelor of Science, University of South Carolina, Columbia, SC, 1998, Magna Cum Laude

Licensure & Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2021–Present
- GIS Surveyor License, South Carolina Board of Professional Engineers & Land Surveyors (*inactive*)

Experience

- Deputy Emergency Management Coordinator, Roanoke Fire & EMS Department, 2023–Present
- Co-Owner, EMgis Partners, LLC, Highland, FL, (*Remote*), 2015–Present
- GIS Specialist, City of Roanoke Department of Transportation, Roanoke, VA, 2018–2023
- State Coordinator, OHV Program, Great Basin Institute, Carson City, NV 2018
- Site Inspector & Data Technician, CG Celio & Sons Co., Woodfords, CA, 2010–2018
- Resource Manager, North Inlet–Winyah Bay National Estuarine Research Reserve, Georgetown, SC, 2001–2005

Associated Professional Accomplishments

- Southwest Virginia (Region VI) All Hazards Incident Management Team (Type III), 2019–Present
- Virginia Maps & Land Information Society (VAMLIS), 2020–Present
- Co-Author of multiple peer-reviewed professional journal articles.

Eric A. Schmidt MA, GISP
Technical Specialist (GIS)



Summary of Qualifications

Mr. Schmidt has over thirty years of professional experience in mapping and geospatial technologies in both the private and public sectors. Over the last eleven years, he has been engaged full-time in local government, where he has gained substantial experience in enterprise GIS in support of Fire & EMS, Law Enforcement, and Emergency Management. In addition, he is experienced in supporting unified command and incident management teams for large-scale wildland fires and other regional events. Over the past two decades, he has participated in numerous standards of cover studies, ISO ratings, hazard mitigation studies, and community risk assessments. Mr. Schmidt has a strong vision for integrating GIS technologies into daily workflows and building a GIS-centric approach to large and small organizations.

Professional Development & Education

- Master of Arts, Appalachian State University, Boone, NC, 2001
- Bachelor of Arts, University of Tennessee, Knoxville, TN, 1991
- Public Leadership Certificate, University of Nevada, Reno, NV, 2013

Licensure & Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2007–Present
- FAA Remote Aircraft Pilot (UAS), 2021–Present
- GIS Surveyor License, South Carolina Board of Professional Engineers & Land Surveyors (*inactive*)

Experience

- Managing Partner, EM GIS Partners, LLC, Highland, FL, (*Remote*), 2015–Present
- GIS Coordinator, County of Franklin, VA, Rocky Mount, VA, 2018–Present
- GIS Supervisor, Douglas County, NV, Minden, NV, 2010–2018
- Director of Technology, Site Tech Systems, LLC, Murrells Inlet, SC, 2002–2009
- GIS Analyst, Sky Aviation, Georgetown, SC, 2000–2002
- Departmental Supervisor, University of Tennessee, Knoxville, TN, 1992–1997

Associated Professional Accomplishments

- Virginia Maps & Land Information Society (VAMLIS), President Elect, 2020–Present
- Southwest Virginia (Region VI) All Hazards Incident Management Team (Type III), 2019–Present
- Nevada Geographic Information Society, Board of Directors 2012–2018, Vice President, 2013–2016
- Support Services Volunteer, Midway Fire-Rescue, Pawleys Island, SC, 2005–2010

Jaime Villa

Senior Associate/EMS SME

Summary of Qualifications

Jaime Villa is an experienced EMS professional with a remarkable 18-year career in both private and public prehospital settings. As the EMS Coordinator at the Oxnard Fire Department, Jaime has been responsible for overseeing all EMS programs, conducting research, developing and implementing EMS initiatives, managing budgets, ensuring regulatory compliance, and providing clinical education. In addition to administrative tasks, Jaime has been actively involved in operational duties, conducting multifactorial retrospective system analysis to aid command staff in making informed decisions during disaster responses. Jaime also has a strong teaching background, having served as a Lead Emergency Medical Technician (EMT) Instructor, preparing students for national registry EMT certification. Furthermore, Jaime has an impressive list of professional achievements, including being a founding member of Ventura County Hospice and TB direct observed therapy programs, as well as leading various initiatives during the COVID-19 pandemic. With an extensive list of certifications and awards, Jaime's qualifications are evidence of their dedication and expertise in the EMS field.

Educational Background

- Daniel Freedman/UCLA—Community Paramedic, Moorpark, CA (January 2015–March 2015)
- Bakersfield College—Paramedic School, Bakersfield, CA (January 2009–December 2009)
- Simi Valley Adult School—EMT School, Simi Valley, CA
- Moorpark College—EMT School, General Education, Moorpark, CA
- Oxnard College—Regional Fire Academy, Oxnard, CA (August 1999–December 1999)

Professional Experience

- EMS Coordinator—Oxnard Fire Department (May 2017–Present)
- Supervisor—Oxnard Fire Department (February 2012–May 2018)
- Community Paramedic—Oxnard Fire Department (August 2015–November 2018)
- Paramedic—Oxnard Fire Department (January 2010–April 2010)
- Emergency Medical Technician—Oxnard Fire Department (September 2000–January 2004)

Relevant Qualifications

- EMS program development and oversight.
- Budget management and regulatory compliance.
- Clinical education and EMS policy implementation.
- Agency representation to allied and governmental organizations.
- Research and purchasing of EMS-related equipment.
- Multifactorial retrospective system analysis for informed decision-making.
- Emergency response as a field paramedic and ICS overhead responsibilities.

Certifications & Professional Certificates

- | | |
|---------------------------------|--|
| ■ Community Paramedic-Certified | ■ BLS |
| ■ NAEMSE Level 1 Instructor | ■ AHA BLS Instructor |
| ■ S-359 Medical Unit Leader | ■ Tactical EMS Technician (40 hour POST) CA EMSA |
| ■ L380 Fire Leadership | ■ Handtevy Pediatric Instructor |
| ■ 1100-300 | ■ Ambulance Services Managers Course |
| ■ NIMS 700-800 | ■ Designated Infection Control Officers Course |
| ■ Ca State Paramedic License | ■ Paramedic Preceptor/FTO |
| ■ ACLS, PALS | ■ NBC Decontamination Team Leader (USMC) |

Denise Pangelinan, CMCP**Senior Associate/Dispatch SME****Summary of Qualifications**

Denise Pangelinan is an experienced 911 Communications professional, devoting over 30 years to the public safety profession. Denise is currently the Director of Emergency Communications for San Ramon Valley 911, which is a multi-discipline (Police/Fire/EMS) communications center in Contra Costa County, California. Denise has experience at all levels of an organization from frontline, supervisory, management and executive leadership. Denise has dispatched and managed specialty assignment teams such as

SWAT Tactical and Fire Incident Dispatch, health and wellness committee and peer support. She has an extensive project management background with technical projects such as station alerting, CAD, radio and phone equipment. She is currently on the CA State 9-1-1 Advisory Committee.

Professional Development & Educational Background

- Bachelor of Arts, Business Administration, St. Mary's College of California
- Center Manager Certification Program, National Emergency Number Association
- Emergency Management Certification, California Specialized Training Institute
- Basic, Advanced and Supervisory Certification, Peace Officers Standards and Training
- Emergency Medical Dispatch, International Academy of Emergency Dispatch
- Emergency Fire Dispatch, International Academy of Emergency Dispatch
- Leadership San Ramon Valley

Professional Experience

- Director of Emergency Communications, San Ramon Valley 911, 2016–present
- Communications Center Manager, San Ramon Valley Fire Protection District, 2009–2016
- Public Safety Supervisor, City of Milpitas, 1989–2009
- Public Safety Dispatcher, City of Milpitas, 1985–1989
- Records Clerk, Santa Clara County Sheriff's Office, 1984–1985

Relevant Qualifications & Project Management

- Implemented consolidation of Primary PSAP (Police/Fire and EMS Services)
- Accredited Emergency Fire and Medical Communications Center
- Developed pilot program for Mental Health, 988 response procedures
- Increased Insurance Services Office (ISO) rating to 100 percent within Communications Center
- New construction of 911 Communications Center/Emergency Operations Center
- Project oversight of remodeled Public Safety Complex
- Implementation of Quality Assurance process
- Design and implementation of a Mobile Communications response unit for Police and Fire
- Operations manual development
- Procurement of CAD, radio and phone equipment utilizing grants and state funding
- Hiring, recruitment and retention
- Scheduling and staffing

Professional Affiliations

- National Emergency Number Professional (NENA)
- Association of Public Communications Officers (APCO)
- International Academy of Emergency Dispatch (IAED)

Melissa Vazquez Swank MA, BA

Senior Associate/Director of Project Operations

**Summary of Qualifications**

With a demonstrated professional journey spanning over a decade, Melissa Vazquez Swank has become a venerated figure in project management and administration. Her specialization lies in handling the multifaceted administrative aspects of project-related assignments. This includes the meticulous planning, precise tracking, and robust documentation of numerous projects from inception at the Request for Proposal (RFP) phase through to a successful closeout.

As Director of Project Operations with over 10 years of experience, Melissa's contribution to business transcends conventional roles. She is dedicated to ensuring that all products not only meet but often exceed professional standards. Her proactive approach in enhancing project efficiency, through the reduction of time and elimination of product waste, stands as a testimony to her commitment to excellence.

Melissa's professional acumen, attention to detail, and comprehensive training equip her to provide unmatched project management support. Her passion for accuracy, fact-checking, and optimal performance permeates every facet of her professional endeavors, aligning with AP Triton's commitment to innovative and high-quality solutions.

Professional Development & Education

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

Professional Experience

- AP Triton: Director of Project Operations, November 2022–Present
- AP Triton: Professional Services Manager, September 2021–October 2022
- 3:17 Associates: Owner, Principal Consultant, 2021–Present
- Emergency Services Consulting International (ESCI): Various roles including Quality Assurance & Recruitment Specialist, January 2020–August 2021; Recruitment Specialist, July 2017–January 2020; Technical Proofer and Quality Assurance Specialist, March 2015–January 2020
- Portland State University: Adjunct Research Assistant, December 2015–2018
- Freelance: Virtual Assistant, December 2014–Present
- Emergency Services Consulting International (ESCI): Project Administrator, Sept. 2013–June 2014

Project Experience

- Alameda City FD, CA: CRA-SOC
- Central FD (Santa Cruz County, CA): Master Plan & Strategic Plan
- Napa County FD, CA: Master Plan
- Pasco FD, WA: Master Plan & Strategic Plan
- Redmond FD, OR: Master & Strategic Plan
- Santa Barbara FD: CRA-SOC
- Santa Clara LAFCO, CA: MSR-SOI Update
- Yamhill County Fire Departments, OR: Consolidation Feasibility Strategic Plan

PROJECTS & EXPERIENCE

The following is a *partial* list of Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alameda County Fire Chiefs Association (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Blaine County (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Jackson County FPD (MO)
- Central Fire District of Santa Cruz County (CA)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chica Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- 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)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- City of Napa Fire Department (CA)
- City of Pflugerville (TX)
- Placer LAFCO (CA)
- San Bernardino County JPA (CA)
- City of San Diego Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (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)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williston Fire Department (VT)

Project Types

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.

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Ambulance Services RFP:
- Annexation Study (three districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk/Service Delivery Analysis:
- Consolidation Feasibility Study:
- Cooperative Services Study:
- Countywide Fire Service Review:
- Emergency Operations Plan:
- EMS Feasibility & Optimization Study:
- EMS Feasibility Study:
- EMS Optimization Study:
- EMS Optimization Study & Transition Plan:
- EMS Strategic Assessment & Analysis:
- EMS Sub-Contractor RFP Response:
- EMS Sub-Contractor RFP Response:
- EMS Optimization and Feasibility Study:
- EMS System Evaluation:
- Financial Analysis:
- EMS System Valuation:
- EMS Transportation & Optimization Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Santa Barbara County Fire Department (CA)
 Modesto FD/Stanslaus County OES (CA)
 Sonoma County Fire District (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 Davidson Fire Department (NC)
 La Verne Fire Department (CA)
 Medford Fire Department (OR)
 San Ramon Valley Fire Protection District (CA)
 Santa Barbara (City) Fire Department (CA)
 Santee Fire Department (CA)
 Elk Creek Fire Protection District (CO)
 Clifton FPD/Grand Junction FD (CO)
 Santa Clara LAFCO (CA)
 Carolina Panthers, Bank of America Stadium
 Webster Fire Department (TX)
 Brattleboro Fire Department (VT)
 Burbank Fire Department (CA)
 Carson City Fire Department (NV)
 City of Ontario/San Bernardino County (CA)
 CONFIRE JPA (CA)
 Santa Barbara County Fire Department (CA)
 San Diego Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Long Beach Fire Department (CA)
 San Luis Obispo Fire Chiefs Association (CA)
 Alameda County Fire Chiefs Association (CA)

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

Project Description

- EMS Transportation & Optimization Study:
- Facilities Master Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station Location Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Management Audit:
- Master Plan:
- Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Master Plan & CRA-SOC:
- Master Plan & Strategic Plan:
- Organizational & Operational Analysis:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Organizational Analysis:
- Prevention Fee Study:
- Regional Ambulance Study:
- Staffing Study & Operational Analysis:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

Solano County Fire Chiefs Association (CA)
 Redmond Fire Department (OR)
 Golden/Fairmount/Pleasant View FDs (CO)
 Clackamas Fire District 1 (OR)
 Williston Fire Department (VT)
 Santa Cruz LAFCO (CA)
 Portland Fire Department (TX)
 Montecito FPD (CA)
 Pflugerville Fire Department (TX)
 Merced Fire Department (CA)
 Napa Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Templeton Fire & Emergency Services (CA)
 Fairfield Fire Department (CA)
 Menlo Park Fire Protection District (CA)
 American Canyon Fire Protection District (CA)
 Orting Valley Fire-Rescue (WA)
 Whitefish Fire Department (MT)
 Brigham City Fire Department (UT)
 Central Fire District of Santa Cruz County (CA)
 Redmond Fire & Rescue (OR)
 City of Napa Fire Department (CA)
 Placer LAFCO (CA)
 Nevada LAFCO (CA)
 Alameda County Fire Chiefs Association (CA)
 Grand Junction Fire Department (CO)
 Suisun City Fire Department (CA)
 Eastern Placer County JPA (CA)
 Derby Fire Department (KS)
 Aspen Fire Department (CO)
 Blaine County Ambulance Service District (ID)
 Davidson Fire Department (NC)
 Central Fire District of Santa Cruz County (CA)
 Pflugerville Fire Department (TX)

CLIENT REFERENCES

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references and example studies can be provided upon request. Sample studies are hyperlinked in the references.

Placer Local Agency Formation Commission (California)			
Project Title & Description: Municipal Service Review & Sphere of Influence Study Placer LAFCO retained AP Triton to prepare a municipal service review (MSR) and sphere of influence (SOI) study covering six special districts, five fire departments, and one county service area. AP Triton is preparing the study to satisfy the outlined MSR and SOI requirements, and to provide a well-researched study that creates a platform to facilitate dialogue among the stakeholders. Triton's study will drive discussions involving enhancing service efficiencies, governance efficiencies, funding opportunities, and where necessary, to pursue sphere, boundary, and governance changes.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022–
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	In progress

Santa Clara Local Agency Formation Commission (California)			
Project Title & Description: Countywide Fire Service Review Santa Clara LAFCO retained AP Triton to prepare a Countywide Fire Service Review. Triton is performing the study in compliance with applicable California Government Code section, local LAFCO policies, and the latest available LAFCO Municipal Service Review Guidelines prepared by the Governor's Office of Planning and Research (OPR). The municipal service reviews (MSRs) will be used to inform the update of sphere of influences (SOIs) along with possible reorganizations such as annexations, dissolutions, or mergers of local public agencies that provide fire protection in Santa Clara County.			
Contact Name/Title:	Neelima Palacherla, Executive Officer	Year:	2022–
Client E-Mail:	Neelima.Palacherla@ceo.sccgov.org		
Project Manager:	Kurt Latipow	Status:	In progress
Public Review Draft:	Countywide Fire Service Review		

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

Santa Cruz Local Agency Formation Commission (California)			
Project Title & Description: Fire Study Santa Cruz LAFCO retained AP Triton to prepare a special study on the impacts of the potential detachments of territory from County Service Areas 4 ("Pajaro Dunes") and 48 ("County Fire") and the concurrent annexation of the detached territory to the neighboring independent fire protection districts (7 in total). This special Fire Study will evaluate the impacts of the potential reorganizations, including a detailed analysis of the cost savings and fiscal impacts.			
Contact Name/Title:	Joe Serrano, Executive Officer	Year:	2022-
Client Phone:	(831) 454-2055	Client E-Mail:	joe@santacruzafco.org
Project Manager:	Kurt Latipow	Status:	In progress

Contra Costa County FPD/East Contra Costa FPD (California)			
Project Title & Description: Phase One: Annexation Financial Feasibility Study Triton was retained by the fire districts to conduct an analysis and determine the financial efficacy of CCCFPD annexing ECCFPD, and to make recommendations accordingly. Triton's analysis demonstrated that annexation was fiscally possible and made recommendations to move forward with Phase Two: Annexation Feasibility Study, which was recently completed.			
Contact Name/Title:	Lewis Broschard, Fire Chief	Year:	2020
Client Phone:	925.941.3300	Client E-Mail:	Lewis.broschard@cccfd.org
Project Manager:	Kurt Latipow	Status:	Completed
Completed Report:	Contra Costa County Fire District Annexation Feasibility Study, Vol. One Contra Costa County Fire District Annexation Feasibility Study, Vol. Two		

Placer Local Agency Formation Commission (California)			
Project Title & Description: Financial Update for North Tahoe FPD and Meeks Bay FPD Placer LAFCO retained AP Triton to research and update the contents of the financial analysis section of the previous (2018) Performance Review and Examination of Alternative Governance Models conducted on behalf of the North Tahoe and Meeks Bay Fire Protection Districts (NTFPD and MBFPD). The purpose of the update was to provide the applicant with necessary and updated financial analyses and projections as required to complete all components of the MBFPD and NTFPD Application for Reorganization.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	Complete
Completed Report:	Financial Update for Placer LAFCO		

CLIENT TESTIMONIALS

- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.

—Placer LAFCO, California
- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.

—Blaine County, Idaho
- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.

—Brigham City Fire Department, Utah
- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.

—North View Fire District, Utah
- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.

—Seattle Fire Department, Washington

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

TRITON'S CERTIFICATES 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. Since AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/21/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL (INSURED), the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
INSURED US INSURANCE SERVICES LLC/PHS 41715154 The Methodist Business Service Center 2500 Wadman Blvd San Antonio, TX 78201			CONTACT NAME: (SRL) 407-5730 PHONE: (SRL) 407-5730 FAX: (SRL) 407-5730 E-MAIL: (SRL) 407-5730 ADDRESS: (SRL) 407-5730		
INSURED AP TRITON, LLC 1509 COFFEEN AVE STE 317E SHERIDAN WY 82801-6777			INSURER A: Asian Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY THIS SUMME.			CERTIFICATE NUMBER: REVISION NUMBER:		
TYPE OF INSURANCE	ACORD FORM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ AUTOMOBILE LIABILITY ☐ AIRCRAFT LIABILITY ☐ RAILROAD LIABILITY ☐ MARINE LIABILITY ☐ FIDELITY AND SURETY ☐ LIFE, ACCIDENT AND SICKNESS ☐ HEALTH, ACCIDENT AND SICKNESS ☐ OTHER	☐ AUTOMOBILE LIABILITY ☐ AIRCRAFT LIABILITY ☐ RAILROAD LIABILITY ☐ MARINE LIABILITY ☐ FIDELITY AND SURETY ☐ LIFE, ACCIDENT AND SICKNESS ☐ HEALTH, ACCIDENT AND SICKNESS ☐ OTHER	CP422653	03/27/2023	03/27/2024	EXCESS OVER \$100,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000
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DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES, ETC.) (Additional Details Schedule, may be attached if more space is required) Those used in the insured's Operations			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:		
CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES 1509 COFFEEN AVE STE 317E SHERIDAN WY 82801-6777			SIGNED: [Signature] DATE: 03/21/2023		
ACORD 26 (28/6/03)			The ACORD name and logo are registered marks of ACORD.		



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Client#: 1626412		APTRI		DATE (MM/DD/YYYY) 3/21/2023													
ACORD CERTIFICATE OF LIABILITY INSURANCE																	
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PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516			CONTACT NAME: Tracy Bennett PHONE (A/C No.): 818.251.3045 FAX (A/C No.): E-MAIL ADDRESS: Tracy.Bennett@usi.com														
INSURED AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801			INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: StarStone National Insurance Company</td> <td>NAID # 25496</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER A: StarStone National Insurance Company	NAID # 25496	INSURER B: Continental Casualty Company	20443	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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CERTIFICATE HOLDER Evidence Of Insurance			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE														
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ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/18/2023		
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PRODUCER  State Farm Ann Gardner 851 Coffeen Avenue Sheridan WY 82801		CONTACT NAME: Ann Gardner PHONE (A/C, Mo, Ext): 307-872-5615 FAX (A/C, Mo): E-MAIL: ann.g.gardner.hdr@statefarm.com ADDRESS:		INSURER(S) AFFORDING COVERAGE MAIC # INSURER A: State Farm Mutual Automobile Insurance Company 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
INSURED AP TRITON LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 828015777						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
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	COMMERCIAL GENERAL LIABILITY CLAIMSMADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJ ☐ SJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
A	AUTOMOBILE LIABILITY ANY AUTO OWNED ☐ AUTO ONLY ☒ USED ☒ AUTO ONLY ☐ NON-OWNED ☒ SCHEDULED ☒ AUTO ☐ NON-OWNED ☐	Y Y	080 1204 CD1-50E	09/01/2023	03/01/2024	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER'S LIABILITY EXCLUDED? ☐ Y/N (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. OSEASE - EA EMPLOYEE \$ E.L. OSEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
AP TRITON LLC 1309 Coffeen Ave Ste 3178 Sheridan WY 82801 INFORMATIONAL COPY ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on: 08/18/2023			
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September 9, 2026

Local Agency Formation Commission of Napa County
c/o Gary Bell, LAFCO Counsel
1754 Second Street, Suite C
Napa, California 94559

SUBJECT: Response to Request to Extend Municipal Service Review and Sphere of Influence Study on Fire Services through December 31, 2025

Dear Mr. Bell,

This letter serves as a follow-up regarding the ongoing Municipal Service Review (MSR) and Sphere of Influence (SOI) study for fire and emergency medical services in Napa County.

Following our August 10, 2026, meeting with you, we proposed a contract amendment and change order to incorporate significant updates and revisions to the AP Triton draft report. Based on our August 31, 2026, meeting, we're proposing that AP Triton issue a 2024 and 2025 addendum to the report. We believe the addendum would provide the County with the durable planning document its seeking in an efficient and cost-effective manner for LAFCO.

Crucially, to maintain equity and parity across all fire entities, AP Triton believes we must apply these updates consistently across all five participating fire service providers (American Canyon Fire Protection District, Calistoga Fire Department, City of Napa Fire Department, St. Helena Fire Department, and Napa County Fire Department). Updating only one agency would undermine the comparative validity of the countywide review.

To accommodate these updates and deliver a comprehensive MSR document, AP Triton will execute the following specialized work streams for the addendum:

- **Updated Performance Metrics & Analytics:** Include data tables for response time statistics through the end of the 2025 calendar year for all five agencies. This includes extracting and parsing turnout, dispatch, and travel time logs at the 90th percentile level.
- **Technological & Dispatch Integration:** Evaluate the operational impact of the newly adopted Tablet Command software (implemented countywide starting late 2023). The County believes this technology has significantly improved turnout and notification processes, rendering initial 2022–2023 baseline response datasets unrepresentative of current field conditions.
- **Master Plan Alignment & Accomplishments:** We will report accomplishments for all participating departments in a manner to formally document completed initiatives and structural improvements.



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- **Comprehensive Financial Revisions:** Integrate closed actuals for Fiscal Year 2024–2025 and adopted budgets for Fiscal Year 2025–2026, including full baseline recalibration of the five-year financial Pro Formas, capital reserves, and ERAF funding outlooks for all providers.

AP Triton will not be re-running GIS maps, community risk, or demographics. It's likely this information and the related graphics haven't changed enough to matter.

Because these updates require resetting the project's analytical baselines and performing a comprehensive secondary review, they still fall outside the scope of services defined in our original Professional Services Agreement. Per Section 5.1 of that agreement, these changes require a written amendment to adjust compensation by \$32,750 and extend the delivery schedule.

Our target timeline is to complete this updated analytical work and distribute revised draft reports to all participating fire entities by December 2026. However, please note that timely authorization of this change order and prompt data delivery from the participating agencies are critical to avoid the project timeline sliding into 2027.

We are prepared to initiate these updates immediately upon receipt of a signed contract amendment. We appreciate the Commission's continued trust and collaboration as we work to deliver a highly accurate and credible planning tool for Napa County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Micheal Despain", is positioned above the printed name.

Micheal Despain
Chief Executive Officer
AP Triton, LLC

CC: David Rocha, Division Manager, AP Triton
Kathleen Rollings-McDonald, Project Manager, AP Triton

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTANT SERVICES**
(LAFCO of Napa County and AP Triton)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement for Consultant Services is made on this [#th] day of [Month, Year] by and between the Local Agency Formation Commission of Napa County (“LAFCO”) and AP Triton, a Wyoming Limited Liability Company registered to do business in the State of California (“Consultant”) (collectively, “parties”).

This Amendment modifies that certain Professional Services Agreement for Consultant Services between LAFCO and the Consultant dated December 8, 2023 (the “Agreement”) in the following fashion:

- A. Pursuant to section 7.5 of the Agreement, LAFCO and Consultant desire to amend the Agreement by modifying section 3.1 – “Scope of Services” to add the revised scope of services as set forth in Consultant’s September 9, 2026 proposal to LAFCO (the “Revised Scope of Services”), attached hereto as Exhibit A-1 and incorporated herein by this reference, to the Scope of Services.
- B. LAFCO and Consultant desire to amend the Agreement by modifying section 3.4 – “Maximum Amount” of the Agreement to read as follows:

3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is One Hundred Seventy Six Thousand Four Hundred and Sixty Eight Dollars (\$176,468.00).

- C. **Integration.** This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement and this Amendment, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”

**Local Agency Formation Commission of
Napa County**

“Consultant”

AP Triton

By: _____
David Key,
Interim Executive Officer

By: _____
[Name, Title]

Date: _____

Date: _____

By: _____
[Name, Title]

Date: _____

Attest:

By: _____

Date: _____

Approved as to form:

By: _____
Gary B. Bell, LAFCO Counsel

Exhibit A-1
Revised Scope of Services

ASAP