



**City of Palm Desert**  
**Request for Proposals for Comprehensive Fee Study and Full Cost Allocation Plan**  
**Addendum #1 (February 26, 2019)**

Below are questions and responses to this request for proposals (RFP).

- 1. Since the last comprehensive study was done fifteen years ago in 2004, has the City conducted any fee study updates since that time internally?**

Until 2012, City staff has adjusted fees based on the methodology of the 2004 study. The City Council at that time expressed concerns that the City's fees may hinder development and/or increase costs to businesses recovering from the economic downturn. Since 2012, most fees have been held constant.

- 2. When was the last cost allocation plan prepared for the City? Was this an internal effort done by City staff, or if not, which consulting firm completed the work?**

The last cost allocation plan was prepared in 2004. The consulting firm, Zucker Systems, prepared the plan.

- 3. The RFP indicates that the City contracts for the following services: police, fire, animal control, road maintenance, construction services, legal services, landscape maintenance, recreation program services, and waste and recycling. Can the City clarify which services that are relevant to the fee study would in fact be included in the User Fee Study Scope of Services that are provided primarily by contract service providers? Which firms / agencies provide these services?**

Of those listed contracted services, the only fees that will be included in the study is fire service fees (Attachment A).

- 4. Please confirm if recreation program services / fees are included in scope?**

Recreation program services / fees are not included in the scope.

- 5. Regarding Fire services, did the City have an internal (not contracted) Fire department during the time period when the existing fee schedule was developed? Does the City plan to rely on the contracting agency for fees, or would they like the existing fee schedule to be updated to incorporate contractor costs?**

The City did not have an internal fire department when previously developing the existing fee schedule. The City anticipates relying on the contracting agencies for fees, except for the aforementioned fire service fees.

6. Same question for Police .... Regarding Police services, did the City have an internal (not contracted) Police department during the time period when the existing fee schedule was developed? Does the City plan to rely on the contracting agency for fees, or would they like the existing fee schedule to be updated to incorporate contractor costs?

The City did not have an internal police department when previously developing the existing fee schedule. The City anticipates relying on the contracting agencies for fees, except for the aforementioned fire service fees.

7. How important to the City is the delivery of the fee model and training to use the model? Per our legal, there are many issues with delivering a fee model to the client, and training for the amount of budget typically available for these fee studies does not really provide the City with independence in this area.

The City desires a model that can be updated internally.

8. Does the City have a desired timeline for start of the project?

The City desires starting the project by June 1, 2019.

9. Does the City have a designated not-to-exceed budget amount or range for this project to share with bidders?

No.

10. Regarding RFP page 8, Section 5.1.7, should we decide to respond, we will denote any exceptions to the City's standard professional services contract within our proposal; however, based on some exceptions being reason for "rejection of the proposal" – please confirm if the following exceptions meet the City's requirements:

- a. Section 3.6.6 Indemnification > We request the strikethrough text noted RED below be replaced with BLUE replacement language:  
**3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (~~with counsel of City's choosing~~ with counsel acceptable to the City, reasonable acceptance not to be withheld), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be**

***restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.***

The City prefers its standard contract language, but the change is acceptable.

- b. Section 3.2.11.1.(F) and (G) > As per screenshots below pertaining to *Fidelity Coverage* or *Cyber Liability Insurance*, as noted in yellow highlight, please confirm if applicable or not to this project? If applicable, can these be waived?**

(F) Fidelity Coverage. **(\*\*IF APPLICABLE-CHECK WITH RISK MANAGER)** Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(G) Cyber Liability Insurance. **(\*\*IF APPLICABLE-CHECK WITH RISK MANAGER)** Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

- (1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep- linking or framing, and infringement or violation of intellectual property rights.
- (5) Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Contract.

Fidelity Coverage and Cyber Liability Insurance can be waived.

**Attachment:**

- A. Fire Department Fee Schedule



# Fire Department

## Fee Schedule

Resolution 2012-37

	Flat Fee	Fee per Sq Ft
<b>1. Fire Permit Issuance</b>		
<i>Plan Check</i>	\$101.00	
<b>2. 1-15,000 sq ft Multi Family</b>		
<i>Plan Check</i>		\$0.0334
<i>Inspection</i>		\$0.0452
<b>3. 15,001-30,000 sq ft Multi Family</b>		
<i>Plan Check</i>		\$0.0250
<i>Inspection</i>		\$0.0260
<b>4. Up to 30,000 sq ft Commercial or Industrial - Improved</b>		
<i>Plan Check</i>		\$0.0164
<i>Inspection</i>		\$0.0131
<b>5. 30,001-70000 and Higher Multi Family</b>		
<i>Plan Check</i>		\$0.0196
<i>Inspection</i>		\$0.0403
<b>6. 1-5,000 sq ft Tenant Improvements</b>		
<i>Plan Check</i>		\$0.0375
<i>Inspection</i>		\$0.0226
<b>7. 5,001-15,000 sq ft Tenant Improvements</b>		
<i>Plan Check</i>		\$0.0188
<i>Inspection</i>		\$0.0226
<b>8. 15,001-25,000 sq ft Tenant Improvements</b>		
<i>Plan Check</i>		\$0.0091
<i>Inspection</i>		\$0.0164
<b>9. 25,001-50,000 sq ft Tenant Improvements</b>		
<i>Plan Check</i>		\$0.0069
<i>Inspection</i>		\$0.0068
<b>10. 1-30,000 sq ft Commercial/Industrial Building</b>		
<i>Plan Check</i>		\$0.0150
<i>Inspection</i>		\$0.0170
<b>11. 30,001-80,000 sq ft and Higher</b>		
<i>Plan Check</i>		\$0.0091
<i>Inspection</i>		\$0.0085
<b>12. Parking Garage</b>		
<i>Plan Check</i>		\$0.0019
<i>Inspection</i>	\$226.00	
<b>13. Fire Sprinkler Systems up to 10 Heads</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>14. Fire Sprinkler Systems up to 100 Heads or Fraction Thereof</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	

<b>15. Fire Sprinkler Systems 101-299 Heads</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$339.00	
<b>16. Fire Sprinkler Systems 300-700 Heads</b>		
<i>Plan Check</i>	\$750.00	
<i>Inspection</i>	\$678.00	
<b>17. Fire Sprinkler Systems over 700 Heads</b>		
<i>Plan Check</i>	\$1000.00	
<i>Inspection</i>	\$1017.00	
<b>18. Residential Fire Sprinklers</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>19. Fire Alarms Tenant Improvements 1-24</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$339.00	
<b>20. Fire Alarms Tenant Improvements - Over 24</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$452.00	
<b>21. Fire Alarms - New Systems Under 24 Devices</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$226.00	
<b>22. Fire Alarms - New System 24-100 Devices</b>		
<i>Plan Check</i>	\$750.00	
<i>Inspection</i>	\$678.00	
<b>23. Fire Alarms - Over 100 Devices</b>		
<i>Plan Check</i>	\$1000.00	
<i>Inspection</i>	\$1017.00	
<b>24. Stand Pipe Systems</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>25. Private Fire Hydrant System</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$226.00	
<b>26. Fire Pump Installation</b>		
<i>Plan Check</i>	\$1000.00	
<i>Inspection</i>	\$1130.00	
<b>27. Fire Alarm Control/Monitor</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$339.00	
<b>28. Underground Storage Tank</b>		
<i>Plan Check</i>	\$375.00	
<i>Inspection</i>	\$339.00	
<b>29. Above Ground Storage Tank</b>		
<i>Plan Check</i>	\$500.00	
<i>Inspection</i>	\$452.00	
<b>30. Hoods - Suppression</b>		
<i>Plan Check</i>	\$125.00	
<i>Inspection</i>	\$113.00	

<b>31. Residential Care Facilities</b>		
<i>Plan Check</i>	\$500.00	
<i>Inspection</i>	\$565.00	
<b>32. Tents and Canopies</b>		
<i>Plan Check</i>	\$125.00	
<i>Inspection</i>	\$226.00	
<b>33. Private Schools</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>34. Special Inspections</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>35. Site Plans - Conditions of Approval</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$226.00	
<b>36. Fire Works</b>		
<i>Plan Check</i>	\$125.00	
<i>Inspection</i>	\$113.00	
<b>37. Plan Check Submittals Exceeding Original and One Correction</b>		
<i>Plan Check</i>	\$250.00	
<i>Inspection</i>	\$113.00	
<b>38. Minimum Fee</b>		
<i>Plan Check</i>	\$125.00	
<i>Inspection</i>	\$113.00	

**BILLABLE RATES PER HOUR USED IN THIS ANALYSIS WAS GIVEN BY RIVERSIDE COUNTY FIRE DEPARTMENT**  
**Note: Additional Services for which a fee has not been established shall be charged at the City's fully burdened rate.**  
**FSI = Fire Safety Inspector**  
**FSS = Fire Safety Specialists**

**Resolution 2012-37 Effective 6-25-12**