

# **CITY OF FORT BRAGG**

## REQUEST FOR PROPOSALS FOR COMPREHENSIVE COST OF SERVICE ANALYSIS AND FEE STUDY

The City of Fort Bragg is seeking proposals from qualified professional consulting services interested in contracting with the City of Fort Bragg to conduct a cost-of-service analysis and fee study for the CV Starr Community Center.

The City will select one firm, based on demonstrated competence and cost-effective approach to design, conduct and assist in the implementation of a CV Starr cost-of-service analysis and fee study.

#### AGENCY DESCRIPTION

The City of Fort Bragg is a general law City, with a five-member City Council and operates under the Council-Manager form of government. The Council appoints the City Manager, who appoints other City Officials and is charged with overseeing the City's daily operations.

The City provides a wide range of services to its residents including public protection through the Police Department, the construction and maintenance of streets and infrastructure, water service, community development, financial management and administrative services. Special Districts and Joint Powers Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, wastewater treatment, and redevelopment services throughout the City. On February 11, 2024, the City of Fort Bragg adopted by resolution the CV Starr Community Center, thus the Center became a City owned and operated Facility.

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento. The city occupies 2.7 square miles, 1/3 is zoned industrial, consisting primarily of property owned and operated by Georgia Pacific Corporation. Fort Bragg is the largest city on the scenic Mendocino coast. The mild climate and picturesque coastline makes the City a popular tourist and recreational area.

The City employs approximately 105 employees, consisting of 39 part-time and 66 regular full-time employees. During the busy tourist season, the City traditionally hires temporary / seasonal employees for parking enforcement, lifeguarding and to help maintain city streets and parks.

#### PROJECT BACKGROUND

Development of the C.V Starr Community Center

In 1978, using Park Bond Act monies, Mendocino Parks & Recreation District (MCRPD) obtained a five-acre parcel known as Green Memorial Field in central Fort Bragg, and in2006, began construction of its new facility at this location. The C.V. Starr Foundation provided more than \$20 million dollars in funding support for the facility, and in August of 2009, the C. V. Starr Community Center and Sigrid and Harry Spath Aquatic Facility opened to the Public. It is hometo two pools, fitness and dance rooms, multi-purpose rooms, and business offices.

2009-2011 Financial Challenges threatened the Operation of the Center

In 2011, the District faced insolvency when its debt obligations and operating expenses far exceeded its revenue sources. During the period 2006-2011, the District spent all of its reserve funds, borrowed \$2.3 million to refinance the regional park/golf course property and project costs, and borrowed and spent future property tax revenues. During this period, The District looked at various options for increasing revenues, including forming a Community Facilities District (CFD) or implementing a parcel tax. In October2011, the District Board authorized the closure of the C.V. Starr Center to address its critical financial situation immediately.

2011-2012 The City of Fort Bragg and the MCRPD Negotiated a Plan & Agreement to provide for the continued operation of the CV Starr Center

In October 2011, the Fort Bragg City Council discussed and authorized the strategy of placing a halfcent sales tax measure before the voters to provide a dedicated revenue stream for operation, maintenance, and capital improvements at the C.V. Starr Community Center.

November 2011 Memorandum of Agreement between the City of Fort Bragg and MCRPD for the Proposed CV Starr Community Center Special Sales Tax measure

In November 2011, the City Council of Fort Bragg and the Mendocino Coast Recreation and Park District's Board of Directors approved an agreement to the terms and conditions of financing the operation of the Starr Community Center through the Special Sales Tax Measure. The key provisions of this agreement included the following requirements.

Transfer of Ownership of the CVSCC to the City of Fort Bragg

Property Tax-Sharing Agreement Operating Agreement

March 2012 – Sales Tax Measure Approved; Operating & Tax Sharing Agreements Implemented In March 2012, the passage of Measure A, the C.V. Starr Center Operation and Maintenance was fully funded by the half-cent sales tax. The C.V. Starr Center is owned by the City of Fort Bragg and operated by the MCRPD in accordance with an Operating Agreement between the two entities. The C. V. Starr Director, an MCRPD employee who reports directly to the MCRPD Board, is responsible for the day-to-day administration of the C. V. Starr Center, and the MCRPD Board is responsible for key policy decisions. The Fort Bragg City Council adopts the annual operating Budget for the Center and establishes the fee schedule. Together with the MCRPD, the City is responsible for ensuring that the Center operates in a fiscally sustainable manner.

The City of Fort Bragg took the title of the C.V. Starr Community Center on May 14, 2012, to ensure that the facility remains accessible to residents and visitors of Fort Bragg and the Mendocino coastan action consistent with the previous Council's goal of promoting healthy lifestyles through active recreational facilities.

# 2020-21 COVID-19 & Impacts on the Center Operations

The pandemic caused the Starr Center to cease operations on March 19, 2020. All employees but a few essential employees were laid off. During this time management of the Starr Center began to work closely with the City of Fort Bragg. The financial future of the Starr Center became concerning. On July 19, 2021, the C.V. Starr Center was able to reopen but with a few less key employees. In the coming year it became very apparent that the cost of day-to-day operations had significantly risen, in some cases more than doubled. With the rising costs also came the need for many much-needed capital improvements. This unfortunately caused another financial issue. In 2012 the facility was generally new. Measure A generates approximately 1.2 million per year. The Property Tax Revenue generates approximately \$275,000 per year. These two revenues together cannot sustain the daily operational cost

of the C.V. Starr Community Center, leaving no funds left to put into reserve for the increasingly large list of capital improvements needed on the now aging facility.

Taking all of this into consideration, the Centers District Manager began to work with the City of Fort Bragg to take over the finances of the Starr Center. This allowed the City to take a closer look at the needs of the facility and its future financial sustainability.

August 2023 – MCRPD gave formal notice to the City of Fort Bragg to terminate the CV Starr Operating Agreement

On August 2, 2023, at a Special meeting of the MCRPD, the Board voted unanimously to terminate the operating agreement of the C.V. Starr Community Center and provided the City of Fort Bragg notice to start the process of dissolving the operating agreement immediately. The recently formed Ad-Hoc Committee and City Staff immediately began to formulate plans to take over the operations of the Center, with full absorption on February 12, 2024. These plans include an in-depth review to identify strategies and an operational model that would improve the overall cost-effectiveness, efficiency, and success of the Center—moreover, evaluating the financial feasibility of estimated costs to the City of Fort Bragg and the impacts on current City departments.

The C.V. Starr is an Enterprise fund in which services provided are financed and operated similarly to a private business. The fee schedule for these services is established to ensure that revenues are adequate to meet all necessary expenditures.

The City reviews and updates the City's Fees, consistent with the goal of ensuring, with only a few exceptions, that fees for City services are sufficient to fully recover the cost of providing those services. A comprehensive study of the C V Starr Community Center's fee schedule has never been done. In January 2023 the CV Starr Staff began working with the City's finance team to begin taking a closer look and a more in-depth approach of analyzing the time each activity described in the fee schedule took to complete. Staff researched and discussed why the historical context of changing fees on an annual basis has never been done. During these discussions, it was realized that the current C.V. Starr fee schedule reflects the same rates that were charged in 2012. On October 23, 2023, an updated fee schedule for the Starr Center was presented to the City Council. At that meeting a resolution was passed to adopt the newly updated fee schedule. The fee schedule went into effect on January 1, 2024. At that meeting it was suggested that the C.V. Starr Center undergo a comprehensive cost of service analysis and fee study.

## **GOALS AND OBJECTIVES**

As part of the comprehensive cost of service analysis and fee study, the City would like to update existing fee schedule for the C.V. Starr Community Center, to reflect the incurred cost of its services. The consultant will analyze the Center's existing practices and come up with a tiered fee schedule which will create an equitable approach for its members and users of the Center.

#### SCOPE OF WORK

The consultant shall conduct a comprehensive review of the C.V. Starr Center fee and rate structure for its programs, facility admissions, memberships, independent contractor user rates and facility rental/use with the goal of establishing a consistent and objectively based fee and rate structure meeting the needs of the City of Fort Bragg and its residents. The fee and rate system shall comply with all applicable laws and regulations and will be compatible with the City's financial system.

Project tasks shall include, but are not necessarily limited to the following:

- 1. Comprehensive Review of Fees and Cost Allocation Plan
  - a. The consultant will research and conduct interviews with staff as needed to gain an understanding of the C.V. Starr Community Center's current processes and operations.
  - b. The consultant will identify the total costs of services for which fees are currently charged. Costs should be identified so that they can be allocated to and tracked by the appropriate department/division.
  - c. For each fee, the consultant will include an analysis of current cost recovery levels.
  - d. The consultant will indicate those fees for which full costs are not being recovered (or where fee waivers are being provided) and a comparison of those waivers to industry standards and those employed by comparable agencies.
  - e. The consultant will conduct a comparative survey of other relevant agencies, focusing on recreation agency fees and their methods used to set fees.
  - f. Based on this analysis, the consultant shall recommend appropriate fees and appropriate subsidies for when cost recovery is unrealistic, impractical, or conflicting with service delivery.
  - g. The consultant shall prepare a report that summarizes this information: the actual cost for each fee and recommended targeted cost recovery.
    - i. The report shall identify direct costs, indirect cost, and overhead cost for services.
    - ii. The report shall identify the present fees, recommended fees, percentage change, and revenue impact and fee comparison with other comparable agencies.
  - h. The Consultant shall develop a proposed master fee schedule that shall encompass a five-year period of time with yearly step increases to be consistent with the cost of services, thus keeping up with inflation - Five Year Master Fee Schedule.
  - i. The consultant shall work with staff and present findings at appropriate public meetings.
  - j. (e.g. Finance Committee, City Council).
- 2. Final Report

The consultant will provide The City of Fort Bragg with:

- a. A plan/report and presentation that will be presented to the City of Fort Bragg City Council.
- b. A user-friendly spreadsheet or model for the City of Fort Bragg to use in future years, to allow for adjustments to fees based on changing needs. The format should:
  - be easily used and maintained by staff.
  - allow for analysis and tracking of fee changes into the future.
  - allow for easy publication to the public
  - allow for additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities.
  - allow for updates to the fee schedule from year to year and as the organization

changes.

- allow for the addition of hypothetical service areas, future service amendments.
- the ability to calculate the estimated costs of providing new services.
- c. A report on including possible changes to fee structure and development of a fee policy and/or recommendations of approach including setting policy-based cost recovery levels.
- d. A report on other matters that come to the consultant's attention during the evaluation.

All review and analysis of fees and costs should be framed with an understanding that the City of Fort Bragg is committed to ensuring equitable and inclusive access. Consultant proposals are encouraged to propose additional deliverables and/or study questions to fully address the equity element of this study.

If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal along with itemized costs.

## CITY OF FORT BRAGG RESPONSIBILITIES

In their proposal, the Consultant shall define information, services and expertise needs from the C.V. Starr Community Center for the implementation of this project. Proposals may wish to include recommendations on which tasks and/or roles would best be performed by Center staff, and those where consultant support would be most effective.

## OTHER REQUIREMENTS

- 1. Executive Summary: An overview of the proposal, a summary of the consultant's scope of services and approach. This item can include a description of the consultant's background, location, and experience providing similar services for public agencies, as well as a list of assigned staff and their professional summaries assigned to the project, including the lead consultant.
- 2. Cost summary: Provide a fixed, not to exceed price with an itemized cost proposal based on the tasks outlined in the above scope of services included with the proposal. Work items to be performed by subcontract shall be noted and any proposed mark-up of sub- consultant costs shall be identified. A schedule of hourly labor rates and material rates shall also be provided. Any known or anticipated adjustments to billing rates shall be disclosed to the City of Fort Bragg in the proposal.
- 3. Schedule: A project schedule shall be included in the consultant's proposal. The consultant shall work with the understanding that the analysis and recommendations are intended to be incorporated into the 2026 Master Fee Schedule. The purpose of the schedule is to describe the anticipated duration of the tasks and milestones identified in the proposed scope of work, along with necessary meeting dates with key C.V. Starr Center staff.
- 4. References: Proposals shall include a brief summary of at least three recent reference projects that best demonstrate the consultant team's relevant experience. Project summary shall provide sufficient information for The City of Fort Bragg to evaluate the specific contributions individual project team members had in completing deliverable items associated with a referenced project. A sample of a deliverable item shall be provided to the City of Fort Bragg upon request.
- 5. Work product format: Draft and final deliverable work products shall be provided to the City of Fort Bragg in electronic files containing all text, exhibits, data, calculations and referenced documents supporting conclusions.
- 6. Other format requirements: All text, exhibits and supporting data shall be submitted in a form that is editable by the City of Fort Bragg. Microsoft Word format shall be included with all text submittals. The proposal shall include consultant's proposed graphics and other software to be used to complete the project.

- 7. Ownership of work: All work products prepared by consultant shall become the property of The City of Fort Bragg. There shall be no restrictions on The City of Fort Bragg's use, distribution or modification of work products.
- 8. Acceptance of terms and conditions: The proposal shall include a statement of Consultant's willingness to accept the terms and conditions of the City of Fort Braggs standard Contract for Services, a copy of which is attached as Attachment A. Prospective consultants shall review the Contract for Services, note any items to which it takes exception provide alternate proposed wording and show levels of insurance coverage in each category and return the marked-up copy with the proposal.
- 9. Conflict of Interest: Throughout the term of any agreement resulting from the RFP, Consultant will not accept any employment or engage in any work which creates a conflict of interest with the City of Fort Bragg or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

## PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, five (5) printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 p.m. on April 8, 2025,** to:

City of Fort Bragg <u>Attention: Diana Paoli, City Clerk</u> 416 North Franklin Street Fort Bragg, CA 95437 <u>dpaoli@fortbragg.com</u>

- 2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
- 3. Contents: Proposal shall contain the following information:
  - A. <u>Firm Description</u>

Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.

B. <u>Relevant Experience</u>

Describe relevant experience, including a list of all agencies your firm has completed similar projects for in the last five years.

C. <u>Key Personnel Qualifications</u>

Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience. When responding, please address the following questions:

- 1. How long has the present management team been in place? Provide resumes with background information on the lead staff members who would be assigned to this study project.
- 2. Have you ever withdrawn from implementation of a study prior to completion of the project? If so, why?
- 3. Provide a description of how your firm will staff the project; outline the tasks/responsibilities of staff members and approximate allocation of each respective staff member associated with the study.

#### D. <u>References</u>

List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

#### E. <u>Scope of Work</u>

Provide an explanation of tasks associated with the project, including how you propose to complete each task.

#### F. Study Design and Approach Work Plan

A detailed work plan and schedule is required for this project. The Consultant Work Plan must include, but not be limited to the following:

- 1. The City's responsibilities
- 2. Consultant responsibilities
- 3. Project milestones
- 4. Target dates
- 5. Critical decision points
- 6. Project evaluation
- 7. Other resource needs
- 8. Any assumptions or constraints identified by the consultant

#### G. Budget and Schedule of Charges

Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and other fees. The proposal must contain a detailed lineitem budget showing the total cost of proposed services for each component listed in Item E (Scope of Work) by phase and a total for the project.

Fee schedules and other proposed costs included with the submitted Proposal shall remain effective for 90 days beyond the submitted date. Proposals without the required cost information will not be considered.

H. <u>Work Schedule</u>

Provide a time schedule for completion of work.

I. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The consultant shall bear all costs associated with the required insurance.

#### L. <u>Consultant Agreement</u>

The City's standard Professional Services Agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement <u>must</u> be included in the proposal.

## **EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Experience of the firm.
- Schedule for completion of work.
- Cost of services.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City ad hoc Committee and a recommendation for award of contract will be presented to the Fort Bragg City Council.

#### **OTHER CONSIDERATIONS**

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified respondents or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

#### **RFP SCHEDULE**

RFP Release Deadline for Written Questions Proposals Due (2:00 p.m.) Interviews Selection February 25, 2025 March 14, 2025 April 8, 2025 TBD May 8, 2025

# QUESTIONS

Questions should be directed to:

Moneque Wooden C.V. Starr Community Center 300 S. Lincoln St Fort Bragg, CA 95437 Email: <u>mwooden@fortbragg.com</u>

## **ATTACHMENTS**

Exhibit A – City's standard Professional Services Agreement