<u>AGENDA</u> EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT) BOARD OF DIRECTORS EIGHT HUNDRED THIRTY-SIXTH MEETING Thursday, October 21, 2021

5:30 p.m.

(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: due to the concerns about the COVID-19 virus, we respectfully ask if you are feeling ill for any reason not to attend in person.

Anyone who would like to participate in the meeting via Zoom may use the link or conference line below:

Zoom Webinar Video Conference link: https://us02web.zoom.us/j/82603873679?pwd=RTd1ZGQwY2x5bXp2VIBqbTJPdVBFZz09

> Webinar ID: 826 0387 3679 Passcode: 614370

> > Conference Dial in: 1-669-900-9128

Please submit your comments in writing to inquiries@edhfire.com and they will be entered into the public record. If you are healthy and choose to attend the meeting, we ask that you maintain a sixfoot buffer between you and others, as suggested by the State Department of Public Health.

<u>NOTE</u>

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order
- II. Closed Session Items
 - A. <u>Closed Session</u> pursuant to Government Code Section 54957(b)(1); Public Employee Performance Evaluation: Fire Chief
 - B. <u>Closed Session</u> pursuant to Government Code Sections 54956.9(d)(2) and 54956.9 (d)4); potential litigation; two matters
- III. Presentation
 - A. Recognition of EDH CERT Members Who Deployed to the COVID-19 Vaccination Clinic and ENF-CALDOR Incident Support Efforts in 2021
- IV. Pledge of Allegiance
- Consent Calendar (All matters on the Consent Calendar are to be approved by one motion unless a Board member requests separate action on a specific item.)
 - A. Approve Minutes of the 835th Board meeting held September 16, 2021
 - B. Approve Financial Statements and Check Register for September 2021 End Consent Calendar
- VI. Oral Communications
 - A. EDH Professional Firefighters
 - B. EDH Firefighters Association
 - C. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless

authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.

- VII. Correspondence
- VIII. Attorney Items
- IX. Committee Reports
 - A. Administrative Committee (Directors Durante and Hartley)
 - B. Finance Committee (Directors Bennett and Giraudo)
 - C. Joint Powers Authority (Directors Giraudo and White)
 - D. Communications (Ad-Hoc) (Directors Bennett and Durante)
 - E. Training Center (Ad-Hoc) (Directors Hartley and White)
- X. Fire Chief's Report
- XI. Operations Report
 - A. Operations Report (Receive and File)
- XII. Community Risk Reduction Report A. CRRD Report
- XIII. Fiscal Items
 - A. Review Pension/OPEB Funded Status
 - B. Review and approve 2020-21 Capital Asset write-offs/surplus items
- XIV. New Business
 - A. Review and approve Resolution 2021-15 Amendment #2 to the Unrepresented Administrative Support Agreement
 - Review and approve Resolution 2021-16 fixing the employer contribution at an equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act
 - C. Review and approve Resolution 2021-17 approving the El Dorado Hills County Water District Annual Report and Five-Year Findings Report for the Fire Impact Fee Program in Compliance with Government Code Sections 66006 and 66001
 - D. Review and approve purchase of a new Battalion Chief command vehicle
 - E. Review and discuss LAFCO Special District Election Ballot
 - F. Review and approve updated Public Salary Schedule effective October 5, 2021
- XV. Old Business
 - A. Rescue Annexation Update
 - 1. Authorize Chief Johnson to submit a LAFCO application for annexation with Rescue Fire Protection District
 - B. Training Facility Update
 - 1. Status update on new Pierce Engines
 - C. EDHCSD/EDHFD 2x2 update (Directors Hartley and White)
- XVI. Oral Communications
 - A. Directors
 - B. Staff
 - C. Schedule upcoming committee meetings
- XVII. Adjournment
- Note: Action may be taken on any item posted on this agenda.

This Board meeting is normally recorded.

EL DORADO HILLS COUNTY WATER DISTRICT

EIGHT HUNDRED THIRTY-FIFTH MEETING OF THE BOARD OF DIRECTORS

Thursday, September 16, 2021 5:00 p.m.

District Office, 1050 Wilson Boulevard, El Dorado Hills, CA 95762

I. CALL TO ORDER

President White called the meeting to order 5:00 p.m. Directors in attendance: Bennett, Durante, Giraudo, Hartley, and White. Staff in attendance: Chief Johnson and Director of Finance Braddock. Counsel Cook was also in attendance.

Meeting adjourned to closed session at 5:00 p.m.

II. CLOSED SESSION ITEMS

A. Closed Session Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9 (d)4); potential litigation; one matter

The meeting reconvened at 6:07 p.m. The Board took no action during closed session.

III. PLEDGE OF ALLEGIANCE

IV. CONSENT CALENDAR

- A. Approve Minutes of the 834th Board meeting held August 19, 2021
- B. Approve Financial Statements and Check Register for August 2021

Director Durante made a motion to approve the Consent Calendar, seconded by Director Hartley and unanimously carried.

V. ORAL COMMUNICATIONS

- A. EDH Professional Firefighters None
- **B. EDH Firefighters Association** None
- C. Public Comment Daryl Whiteside, public member and owner of Taylor Made Homes, stated his concerns about the residential sprinkler plan review turnaround times exceeding 30 days.

Chief Johnson apologized for the delays and assured him that staff is working very hard to try to decrease that time. He also offered his contact information to discuss the issue further.

VI. CORRESPONDENCE – Chief Johnson reported that the included correspondence is directed to the Rescue Fire Board, but the EDH Fire Board was also copied on the letter. He advised that the Rescue Board would be looking at this item.

VII. ATTORNEY ITEMS – None

VIII. COMMITTEE REPORTS

- A. Administrative Committee (Directors Durante and Hartley) Director Hartley reported that the committee reviewed the Fire Chief's evaluation and are planning for electronic evaluations for all employees in the next year.
- **B.** Finance Committee (Directors Bennett and Giraudo) No report.
- C. Joint Powers Authority (Directors Giraudo and White) Director Giraudo reported that the JPA met and discussed the long "wall time" at the hospitals for the ambulances. Chief Johnson stated that the JPA is brainstorming solutions, but until the hospitals are less impacted, there are limited options.
- **D.** Communications (Ad-Hoc) (Directors Bennett and Durante) No report.
- E. Training Center (Ad-Hoc) (Directors Hartley and White) No report.
- **IX. FIRE CHIEF'S REPORT** Chief Johnson reported the following to the Board:
 - Captain Beckett officially retired, and Dan Nelson has been promoted to Captain.
 - Pipes and Drums and the Honor Guard participated in the Chamber's 9/11 tribute in Serrano.
 - Staff participated in the Bertelsen remembrance and also attended a CHP officer's funeral while Truck 85 flew a flag over the event.
 - All employees are back in District from the recent strike team deployments.

X. OPERATIONS REPORT

A. **Operations Report (Receive and file)** – Chief Hall reported that call volume is still rising and that the 2 new Pierce engines will be enroute to California tomorrow. Received and filed.

XI. COMMUNITY RISK REDUCTION REPORT

A. CRRD Report (Receive and file) – Received and filed.

XII. FISCAL ITEMS

A. Review and approve reclassification of Operations Specialist position to Fire Equipment Mechanic position – Chief Johnson presented Staff's recommendation to reclassify the Operations Support Technician position to a Fire Equipment Mechanic. He stated that the new position will be used to improve the out-of-service times for most apparatus and vehicle repairs, provide a mechanic who specializes in the District's fleet, and help with future planning for maintenance and replacement needs. Director Hartley asked where the mechanic would work on the vehicles and Chief Johnson responded that the mechanic will be mostly mobile and when a workshop is needed, Folsom Fire will allow use of their shop.

Director Giraudo made a motion to approve reclassification of Operations Specialist position to Fire Equipment Mechanic position, seconded by Director Bennett, and unanimously carried. B. Public Hearing: Review and approve Resolution 2021-12 approving the Final Budget for fiscal year 2021/22 and authorize expenditures from Reserve Funds

The public hearing was opened at 6:38 p.m.

Director of Finance Braddock summarized the changes to the final budget from the approved preliminary budget.

The public hearing was closed at 6:43 p.m.

Director Hartley made a motion to approve Resolution 2021-12 approving the Final Budget for fiscal year 2021/22 and authorize expenditures from Reserve Funds, seconded by Director Durante, and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

- C. Review annual Development Fee balance and expenditures report Director of Finance Braddock stated that the Development Fee balance and expenditures report shows the annual expenditures from the development fee account as well as the revenue coming in from FY 20/21. Received and filed.
- **D.** Review and approve Resolution 2021-13 updating the development impact fee schedule for fiscal year 2020-21 inflation report – Director of Finance Braddock reported that Resolution 2021-13 would adjust the development impact fee schedule by applying the calculated inflation factor of 4.270%.

Director Durante made a motion to approve Resolution 2021-13 updating the development impact fee schedule for fiscal year 2020-21 inflation, seconded by Director Bennett, and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

E. Review and approve ACH draft from Technology Credit Corporation to purchase solar systems at Stations 84 and 87 report – Director of Finance Braddock presented the request to approve the ACH draft from Technology Credit Corporation to purchase solar systems at Stations 84 and 87.

Director Giraudo made a motion to approve ACH draft from Technology Credit Corporation to purchase solar systems at Stations 84 and 87, seconded by Director White, and unanimously carried.

XIII. NEW BUSINESS

A. Receive and file the Development Fee 5-year Findings Report – Director of Finance Braddock stated that the District is required to complete a 5-year findings report if there are unspent development impact fees. The report details how the District plans to use those funds on qualifying capital improvement projects. The District consulted with SCI Consulting to develop the report. Received and filed. **B.** Review and approve Resolution 2021-14 of appreciation to Captain Matt Beckett for his service to the Department – Director White read Resolution 2021-14 of appreciation for Captain/Paramedic Matt Beckett.

Director Bennett made a motion to Resolution 2021-14 of appreciation to Captain Matt Beckett for his service to the Department, seconded by Director Durante, and unanimously carried. (Roll call: Ayes: 5; Noes: 0)

Director White requested that Items XIII C and D be taken at the same time and the Board concurred.

- C. Review and approve strike team reimbursement to Deputy Chief Dustin Hall
- D. Review and approve strike team reimbursement to Deputy Chief Michael Lilienthal – Chief Johnson stated that Staff is presenting requests for reimbursement for the overtime that Deputy Chiefs Lilienthal and Hall worked on their strike team assignments.

Director Durante made a motion to approve strike team reimbursements to Deputy Chief Dustin Hall and Deputy Chief Michael Lilienthal, seconded by Director Bennett, and unanimously carried.

E. Review and discuss LAFCO Special District Election ballot – Chief Johnson reported that recently elected Director resigned from his Special District seat and there is a vacant Special District Representative seat on the LAFCO Board that they are seeking nominations for.

Director Bennett made a motion to nominate Tim White to serve and the LAFCO Special District Representative, seconded by Director Giraudo, and unanimously carried.

XIV. OLD BUSINESS

A. Review and approve task order from RDC – Chief Hall presented a task order from firm Ross Drulis Cusenbery which describes the scope of work they have completed and will complete on the training center. He requested Board approval of the task order and authorization to pay the outstanding balance for the work completed to date. He added that the total amount of the task order requires Board approval per the Master Services Agreement with RDC.

Director Giraudo made a motion to approve task order from RDC, seconded by Director White, and unanimously carried.

B. Rescue Annexation Update – Chief Johnson reported that Staff and assigned Board members met with County Staff and Supervisors and have a tentative agreement for the County to pay \$2.5 million toward the Rescue annexation. He added there were also discussions about an adjustment to the AB-8 rate, but the County will not negotiate on that topic until there is an official application submitted to LAFCO by both Boards.

- C. Training Facility Update Chief Hall reported that there have been a couple of internal meetings to allow staff to ask questions about the training center project and the final estimations are being assembled.
- **D.** EDHCSD/EDHFD 2x2 update (Directors Hartley and White) No report.

XV. ORAL COMMUNICATIONS

- A. Directors Director Hartley stated that he attended the Bertelsen Memorial and it was a very nice event. Director Durante reported that the Association golf tournament was mildly attended due to the number of staff committed to the fires, but was a successful event. He added that he appreciates the strike team updates from the Chief. Director Bennett thanked Staff for all the hard work during the busy fire season. Director White recognized temporary administrative assistant Ted Giberson for his friendly demeanor and help in the front office.
- **B.** Staff Chief Johnson thanked the Honor Guard and Pipes and Drums for the excellent job they do and stated it is greatly appreciated in the community.
- C. Schedule upcoming committee meetings None

XVI. ADJOURNMENT

Director Durante made a motion to adjourn the meeting, seconded by Director White and unanimously carried.

The meeting adjourned at 7:12 p.m.

Approved:

Tim White, President

Jessica Braddock, Board Secretary

This is a summary of the meeting. Board Meetings are recorded, and anyone wanting to listen to the full meeting recording should contact the main office at 916-933-6623 or inquiries@edhfire.com.

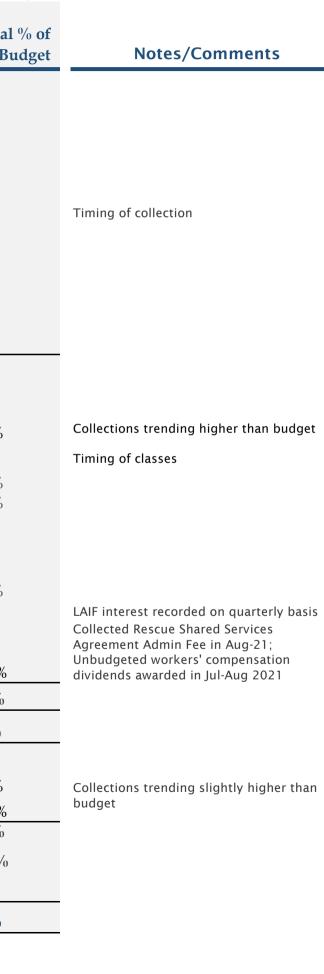
Revenue and Expense Summary - ALL FUNDS

For the Period Ending September 30, 2021

					(Target 25%)
	FINAL Budget FY21/22	Actual September 2021	Actual YTD September 30, 2021	Variance YTD Actual to Full Year Budget	YTD Actual % o Full Year Budge
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	20,675,551	34,794	34,794	(20,640,757)	
3270 · Unsecured Tax Revenue	354,593	260,937	260,937	(93,656)	
3280 · Homeowners Tax Revenue	153,531	-	-	(153,531)	
3320 · Supplemental Tax Revenue	400,000	53,557	99,048	(300,952)	
3330 · Sacramento County Revenue	31,051		-	(31,051)	
3335 · Latrobe Revenue				-	
3335.2 · Latrobe Special Tax	36,900	270	270	(36,630)	
3335.3 · Latrobe Base Transfer	86,642		-	(86,642)	
3340 · Property Tax Administration Fee	(445,411)			445,411	
Total 3240 · Tax Revenue	21,292,857	349,558	395,049	(20,897,808)	2%
3500 · Misc. Operating Revenue					
3506 · CRRD Cost Recovery Fees	230,000	4,814	83,730	(146,270)	36%
3507 · Hosted Training Revenue 3512 · JPA Revenue 3513 · Rental Income (Cell site)	40,000 1,150,000 54,180	- 95,833 4,515	1,050 287,500 13,545	(38,950) (862,500) (40,635)	3% 25% 25%
3514.1 · Operating Grants Revenue 3514.2 · Capital Grants Revenue 3515 · OES/Mutual Aid Reimbursement 3520 · Interest Earned	- - 731,400 85,000	153,651 270	- - 227,594 2,853	- (503,806) (82,147)	0% 0% 31% 3%
3500 · Misc. Operating Revenue - Other	132,000	4,475	189,869	57,869	144%
Total 3500 · Misc. Operating Revenue	2,422,580	263,557	806,141	(1,616,439)	33%
Total Operating Revenue	\$ 23,715,437	\$ 613,115	\$ 1,201,190	\$ (22,514,247)	5%
3550 · Development Fee					
3560 · Development Fee Revenue	1,100,000	131,751	324,997	(775,003)	30%
3561 · Development Fee Interest	-	3,705	33,847	33,847	100%
Total 3550 · Development Fee	1,100,000	135,455	358,844	(741,156)	33%
3568 · Proceeds from Insurance	-	-	3,003	3,003	100%
3570 · Proceeds from Sale of Assets	-				0%
Total Revenue	\$ 24,815,437	\$ 748,571	\$ 1,563,036	\$ (23,252,401)	6%
Total Revenue	\$ 24,010,407	\$ 740,371	φ 1 ,505,050	\$ (23,232,401)	070



Notes/Comments



Revenue and Expense Summary - ALL FUNDS

For the Period Ending September 30, 2021

					(Target 25%)	
	FINAL Budget FY21/22	Actual September 2021	Actual YTD September 30, 2021	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments
Expenditures						
6000 · Salaries & Wages						
6001 · Salaries & Wages, Fire	7,127,488	553,145	1,677,905	5,449,583	24%	
6011 · Education/Longevity Pay 6016 · Salaries & Wages, Admin/Prev	486,250 1,089,657	37,185 96,357	109,751 267,785	376,499 821,873	23% 25%	
6017 · Intern/Volunteer Stipends	3,000	195	390	2,610	13%	
6018 · Director Pay	16,000	1,200	1,900	14,100	12%	
6019 · Overtime						
6019.1 · Overtime, Operational	1,729,736	(81,977)	257,201	1,472,536	15%	
	(00.000	105 000	000 011	(202.011)	1 4 - 20/	Higher strike team OT than budgeted; will be offset by strike team revenue once all
6019.2 · Overtime, Outside Aid Total 6019 · Overtime	600,000	<u>425,329</u> 343,352	882,311	(282,311)	147% 49%	invoices are received
	2,329,736		1,139,512	1,190,224		Annual UAL lump sum payments made in Jul-
6020 · P.E.R.S. Retirement	3,285,400	132,785	1,927,276	1,358,124	59%	21
6030 · Workers Compensation	636,007	44,652	133,955	502,052	21%	
6031 · Life Insurance	6,799	524	1,573	5,226	23%	
6032 · P.E.R.S. Health Benefits	1,798,544	143,606	435,179	1,363,365	24%	
6033 · Disability Insurance	21,240	-	3,392	17,848	16%	
6034 · Health Cost of Retirees 6040 · Dental/Vision Expense	1,190,583 235,560	371,892 23,623	516,006 54,622	674,577 180,938	43% 23%	Annual lump sum payment to CERBT made in Sep-21
6050 Unemployment Insurance	15,120	26	1,119	14,001	7%	
6070 · Medicare	159,890	15,326	47,437	112,453	30%	High OT due to strike teams season timing
Total 6000 · Salaries & Wages	18,401,275	1,763,868	6,317,803	12,083,472	34%	
6100 · Clothing & Personal Supplies						
6101 · Uniform Allowance	53,000	-	24,600	28,400	46%	Semi-annual uniform allowance paid in Jul- 21
6102 · Other Clothing & Personal Supplies	72,357	811	41,565	30,792	57%	Dual compliant pants purchased in Aug-21
Total 6100 · Clothing & Personal Supplies	125,357	811	66,165	59,192	53%	
6110 · Network/Communications						
6111 · Telecommunications	53,387	3,597	7,782	45,605	15%	Timing of invoices

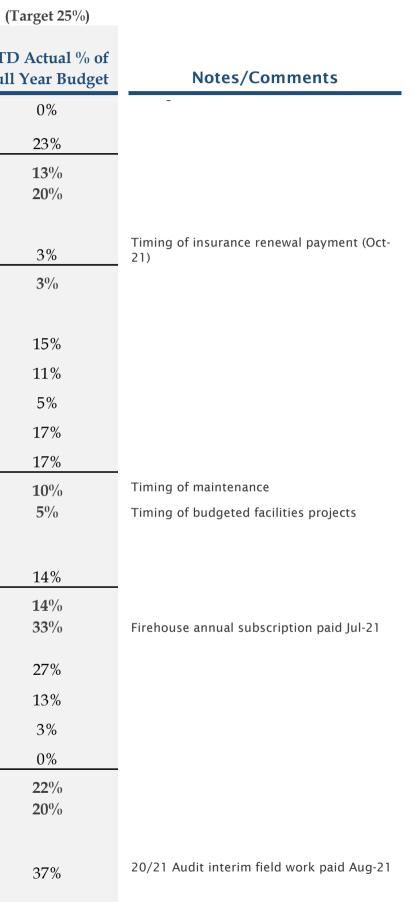


Revenue and Expense Summary - ALL FUNDS

For the Period Ending September 30, 2021

					(Target 25
	FINAL Budget FY21/22	Actual September 2021	Actual YTD September 30, 2021	Variance YTD Actual to Full Year Budget	YTD Actual Full Year Bu
6112 · Dispatch Services	60,000	-	-	60,000	0%
6113 · Network/Connectivity	61,492	4,526	14,228	47,264	23%
Total 6110 · Communications 6120 · Housekeeping	174,879 59,037	8,123 4,268	22,010 11,877	152,869 47,160	13% 20%
6130 · Insurance					
6131 · General Insurance	80,000	2,306	2,306	77,694	3%
Total 6130 · Insurance	80,000	2,306	2,306	77,694	3%
6140 · Maintenance of Equipment					
6141 · Tires	35,000	-	5,337	29,663	15%
6142 · Parts & Supplies	50,000	4,608	5,638	44,362	11%
6143 · Outside Work	140,000	4,327	7,366	132,634	5%
6144 · Equipment Maintenance	35,994	3,773	6,101	29,893	17%
6145 · Radio Maintenance	20,250	1,915	3,452	16,798	17%
Total 6140 ·Maintenance of Equipment 6150 ·Facilities Maintenance	281,244 215,700	14,623 5,018	27,894 9,709	253,350 205,991	10% 5%
6160 · Medical Supplies					
6161 · Medical Supplies	60,975	4,269	8,383	52,592	14%
Total 6160 · Medical Supplies 6170 · Dues and Subscriptions 6180 · Miscellaneous	60,975 15,268	4,269 1,660	8,383 5,004	52,592 10,264	14% 33%
6181 · Miscellaneous	12,000	2,592	3,266	8,734	27%
6182 · Honor Guard	2,150	-	275	1,875	13%
6183 · Explorer Program	2,044	-	70	1,974	3%
6184 · Pipes and Drums	-	-	-	-	0%
Total 6180 · Miscellaneous 6190 · Office Supplies	16,194 45,712	2,592 4,447	3,611 9,192	12,583 36,520	22% 20%
6200 · Professional Services					
6201 · Audit	15,900	-	5,948	9,953	37%
6202 · Legal/Human Resources	207,050	9,065	23,023	184,027	11%



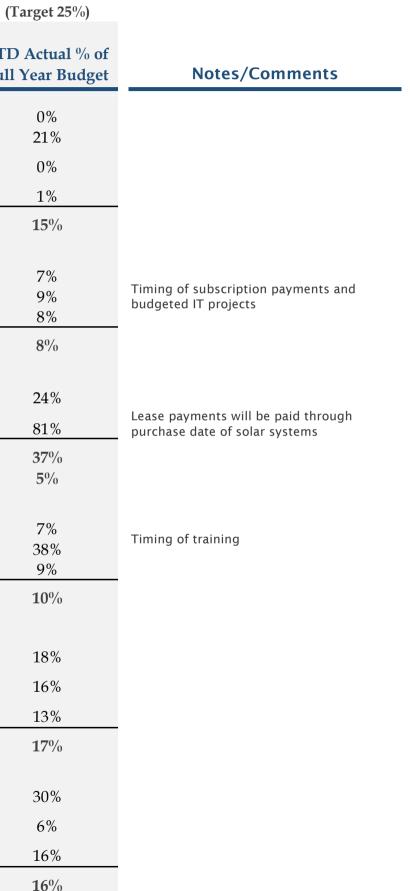


Revenue and Expense Summary - ALL FUNDS

For the Period Ending September 30, 2021

					(Target 25 ^o
	FINAL	Actual	Actual YTD	Variance YTD Actual to	YTD Actual
	Budget FY21/22	September 2021	September 30, 2021	Full Year Budget	Full Year Bu
6203 · Notices	2,500	-	-	2,500	0%
6204 · Other Professional Services	109,573	18,092	22,898	86,674	21%
6205 · Elections/Tax Administration	-	-	-	-	0%
6206 · Public Relations	4,505		41	4,464	1%
Total 6200 · Professional Services	339,528	27,158	51,909	287,618	15%
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	189,534	2,288	13,387	176,147	7%
6212 · IT Support/Implementation 6213 · IT Equipment	271,100 96,175	10,267 6,401	24,714 7,979	246,386 88,196	9% 8%
Total 6210 · Information Technology	556,809	18,956	46,080	510,729	8%
	550,007	10,550	±0,000	510,725	070
6220 · Rents and Leases 6221 · Facilities/Equipment Lease	58,064	4,810	14,090	43,974	24%
6222 · Solar Lease	17,277	2,531	14,049	3,228	81%
Total 6220 · Rents and Leases	75,341	7,341	28,139	47,202	37%
6230 · Small Tools and Supplies	102,316	3,333	4,977	97,339	5%
6240 · Special Expenses					
6241 · Non-Hosted Training	180,482	4,575	12,572	167,909	7% 28%
6241.1 · EDC Hosted Training 6242 · Fire Prevention	30,000 119,050	3,300 2,341	11,497 10,474	18,503 108,576	38% 9%
Total 6240 · Special Expenses	329,532	10,216	34,544	294,988	10%
6250 · Transportation and Travel					
6251 · Fuel and Oil	115,341	9,069	20,500	94,841	18%
6252 · Travel	42,000	1,221	6,563	35,437	16%
6253 · Meals & Refreshments	23,000	423	3,019	19,981	13%
Total 6250 · Transportation and Travel	180,341	10,713	30,082	150,259	17%
6260 · Utilities					
6261 · Electricity	17,500	6,911	5,169	12,331	30%
6262 · Natural Gas/Propane	25,193	1,140	1,470	23,723	6%
6263 · Water/Sewer	19,161		2,998	16,163	16%
Total 6260 · Utilities	61,854	8,051	9,637	52,217	16%
Total Operating Expenditures	\$ 21,121,361	\$ 1,897,752	\$ 6,689,321	\$ 14,432,040	32%





Revenue and Expense Summary - ALL FUNDS

For the Period Ending September 30, 2021

	FINAL Budget FY21/22		Actual September 2021		Actual YTD September 30, 2021		Variance YTD Actual to Full Year Budget		YTD Actual % Full Year Buc
Operating Revenue - Operating Expenditures	\$	2,594,076	\$	(1,284,637)	\$	(5,488,132)	\$	8,082,208	
6570 · OPEB UAL Lump Sum Payment		175,437		-		-		175,437	0%
6720 · Fixed Assets		4,377,128		681,836		681,836		3,695,292	16%
Total Expenditures	\$	25,673,926	\$	2,579,588	\$	7,371,157	\$	18,302,769	29 %
Total Revenue - Total Expense	\$	(858,489)	\$	(1,831,017)	\$	(5,808,121)	\$	(4,949,632)	
FUND TRANSFERS									
Transfers to Development Fee Fund	\$	(1,100,000)							
Transfers from Development Fee Fund		1,862,594							
Transfers to Pension Reserve Fund		(1,000,000)							
Transfers from Capital Replacement Fund		2,550,277							
Transfers to Capital Replacement Fund		(1,454,382)							
Net Change in Unassigned/Non-Spendable Fund									
Balance	\$	(0)							



(Target 25%)

1 % of udget

Notes/Comments



Timing of transfer Solar System purchases complete as well as \$331k in Training Center WIP

Sorted by	: Date, Type, N	umber/Ref
Date	Number	Pavee

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
09/01/2021		Deposit	-split-	Deposit		Х	8,790.55	1,329,741.51
09/01/2021		Deposit	3500 · Misc. Operating	US Bank Rewa		X	1,460.26	1,331,201.77
09/01/2021	ACH	Technology Credit C	-split-		199,958.36		1,100.20	1,131,243.41
09/01/2021		Sterling Administrati	-split-		800.00			1,130,443.41
09/01/2021		Technology Credit C	-split-		2,531.00			1,127,912.41
09/02/2021	EFT	Sterling Administrati	-split-		1,855.00			1,126,057.41
09/02/2021		Sterling Administrati	-split-		1,669.35			1,124,388.06
09/02/2021	EFT	VSP Vision Care	6043 · Vision Insurance	Sep-21	628.11			1,123,759.95
09/02/2021		Andrew Doe	-split-	1	195.00			1,123,564.95
09/02/2021		Aflac	2100 · Payroll Liabilities	Inv # 986946	397.66			1,123,167.29
09/02/2021		Aramark	6120 · Housekeeping	Acct. # 792270	41.20			1,123,126.09
09/02/2021	24430	ARI Investigations Inc.	-split-	Invoice # 21-158	1,200.00			1,121,926.09
09/02/2021	24431	AT&T	-split-	Aug-21	91.67			1,121,834.42
09/02/2021	24432	Blue Ribbon Personn	-split-	Invoice # 1049	953.12			1,120,881.30
09/02/2021	24433	CalPERS (OPEB Pre	6034 · Health Cost of		300,000.00			820,881.30
09/02/2021	24434	Capital Building Mai	6120 · Housekeeping	Invoice # 13169	60.89			820,820.41
09/02/2021	24435	Doug Veerkamp Gen	6143 · Outside Work	Invoice # 329969	1,531.23			819,289.18
09/02/2021	24436	AT&T Mobility	6204 · Other Professio	Invoice # 2872	84.48			819,204.70
09/02/2021		InterState Oil Compa	-split-		4,884.27			814,320.43
09/02/2021		Life Assist	-split-		1,135.92			813,184.51
09/02/2021	24439	Managed Health Net	6204 · Other Professio	Invoice # PRM	654.59	Х		812,529.92
09/02/2021	24440	NetPilot Web Solutio	6212 · IT Support/Impl	Invoice # 26014	285.00	Х		812,244.92
09/02/2021	24441	Nick Arnett	-split-		1,200.00			811,044.92
09/02/2021	24442	OfficeTeam	6016 · Salaries & Wag		1,273.59			809,771.33
09/02/2021	24443	Signal Service	6150 · Facilities Maint	Invoice # 339021	126.00	х		809,645.33
09/02/2021	24444	Standard Insurance Co.	6031 · Life Insurance	Policy # 00 35	524.40	Х		809,120.93
09/02/2021		SymbolArts	6181 · Other Miscellan	2	2,592.47			806,528.46
09/02/2021	24446	Ted Giberson	-split-	Mileage/Expen	1,873.25	Х		804,655.21
09/02/2021	24447	Teleflex	6161 · General Medica	Invoice # 9504	343.87	Х		804,311.34
09/02/2021	24448	Time Printing	-split-	Invoice # 5452	889.59	Х		803,421.75
09/02/2021	24449	Bobbi Bennett	-split-	Aug-21	300.00			803,121.75
09/02/2021	24450	Greg F. Durante (Dir	6018 · Director Pay	Aug-21	100.00	Х		803,021.75
09/02/2021	24451	Charles J. Hartley	-split-	Aug-21	200.00	Х		802,821.75
09/02/2021	24452	John Giraudo	-split-	Aug-21	400.00	Х		802,421.75
09/02/2021	24453	Timothy J. White	-split-	Aug-21	200.00	Х		802,221.75
09/02/2021		Chase Bank	2029 · Other Payable	August 2021	400.00	Х		801,821.75
09/02/2021		Wells Fargo Bank	2026 · EDH Associate	August 2021	5,353.40			796,468.35
09/03/2021		Sterling Administrati	-split-	-	244.00			796,224.35
09/04/2021		Sterling Administrati	-split-		1,857.94			794,366.41
09/07/2021		P. G. & E.	-split-	August-21	40.74			794,325.67

Sorted by: Date,	Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
09/07/2021	EFT	El Dorado Disposal	-split-	7/01/21-7/31/21	967.54	Х		793,358.13
09/08/2021	EFT	P.E.R.S. ING	-split-	PR21-9-1	2,520.23	Х		790,837.90
09/08/2021	EFT	Sterling Administrati	-split-		150.00	Х		790,687.90
09/09/2021	EFT	Sterling Administrati	-split-		1,974.40	Х		788,713.50
09/09/2021	EFT	Sterling Administrati	-split-		509.40	Х		788,204.10
09/09/2021	EFT	P. G. & E.	-split-	August-21	9.85	Х		788,194.25
09/09/2021	24456	Matthew Beckett	2029 · Other Payable	Final Pay	1,501.66	Х		786,692.59
09/09/2021	PR21-9-1		-split-	Total Payroll T	110,294.35	Х		676,398.24
09/09/2021	PR21-9-1		1000 · Bank of Americ	Direct Deposit	332,419.77	Х		343,978.47
09/09/2021	PR21-9-1		1000 · Bank of Americ	Payroll Checks		Х		343,978.47
09/10/2021	EFT	Nationwide Retireme	-split-	PR21-9-1	19,805.37	Х		324,173.10
09/10/2021	EFT	P.E.R.S. Retirement	-split-	PR21-9-1	107,144.51	Х		217,028.59
09/10/2021	EFT	Sterling Administrati	-split-		1,501.00	Х		215,527.59
09/10/2021	EFT	Sterling Administrati	6204 · Other Professio		380.00	Х		215,147.59
09/10/2021	EFT	ADP HCM	6204 · Other Professio	Workforce No	281.25	Х		214,866.34
09/10/2021	EFT	ADP	6204 · Other Professio	Payroll Process	754.72	Х		214,111.62
09/11/2021	EFT	Sterling Administrati	-split-		370.40	Х		213,741.22
09/13/2021	EFT	P. G. & E.	-split-	August-21	205.82	Х		213,535.40
09/13/2021	EFT	Verizon Wireless	-split-	Aug-21	2,921.07	Х		210,614.33
09/14/2021	EFT	Sterling Administrati	-split-		968.61	Х		209,645.72
09/14/2021	EFT	Sterling Administrati	-split-		167.00	Х		209,478.72
09/14/2021	EFT	Sterling Administrati	-split-		785.00	Х		208,693.72
09/14/2021	24457	7th Dimension LLC	6212 · IT Support/Impl	Invoice # 183915	9,982.28	Х		198,711.44
09/14/2021	24458	Acme Saw & Industr	6233 · Station Tools/S	Invoice # 315272	41.97	Х		198,669.47
09/14/2021	24459	Advanced IPM	-split-		123.00	Х		198,546.47
09/14/2021	24460	Aramark	6120 · Housekeeping	Acct. # 792270	41.20	Х		198,505.27
09/14/2021	24461	AT&T	-split-	Aug-21	217.67	Х		198,287.60
09/14/2021	24462	Carahsoft Technolog	6211 · Software Licens		11.64	Х		198,275.96
09/14/2021	24463	Folsom Lock and Sec	6150 · Facilities Maint	Invoice # 4500	1,010.50	Х		197,265.46
09/14/2021	24464	Life Assist	-split-		1,311.63	Х		195,953.83
09/14/2021	24465	Mountain Democrat	6170 · Dues and Subsc	Invoice # 9360	84.50	Х		195,869.33
09/14/2021	24466	OfficeTeam	6016 · Salaries & Wag		1,466.00	Х		194,403.33
09/14/2021	24467	Riebes Auto Parts	6142 · Parts & Supplies	Invoice # 464793	6.96	Х		194,396.37
09/14/2021	24468	A-CHECK	6202 · Legal/Human R	Inv # 59-06548	18.00	Х		194,378.37
09/14/2021	24469	Arnolds for Awards	-split-		98.73	Х		194,279.64
09/14/2021	24470	Best Best & Krieger	6202 · Legal/Human R	Inv # 914382	1,593.28	Х		192,686.36
09/14/2021	24471	Burton's Fire	6144 · Equipment Mai	Inv # S 54255	179.10	Х		192,507.26
09/14/2021	24472	Cal Fire	6241.1 · EDC Hosted	Invoice # ECF	2,100.00	Х		190,407.26
09/14/2021	24473	Doug Veerkamp Gen	-split-	Invoice # 3300	2,689.99	Х		187,717.27
09/14/2021	24474	National Garage Doo	6150 · Facilities Maint		904.44	Х		186,812.83

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
09/14/2021	24475	Western Fire Supply	6144 · Equipment Mai		92.24	х		186,720.59
09/15/2021		11.5	6204 · Other Professio	Service Charge	277.64	Х		186,442.95
09/15/2021	EFT	Sterling Administrati	-split-	C	489.46	Х		185,953.49
09/15/2021	EFT	De Lage Landen Fina	6190 · Office Supplies	Account # 152	301.31	Х		185,652.18
09/16/2021	EFT	Sterling Administrati	-split-		208.76	Х		185,443.42
09/16/2021	EFT	P. G. & E.	-split-	Aug-21	5,837.94	Х		179,605.48
09/17/2021	EFT	Sterling Administrati	-split-		490.50	Х		179,114.98
09/18/2021	EFT	Sterling Administrati	-split-		1,909.91	Х		177,205.07
09/20/2021	EFT	Sterling Administrati	-split-		1,431.00	Х		175,774.07
09/21/2021		Transfer from LAIF	1074 · Local Agency I	Confirm #1645		Х	650,000.00	825,774.07
09/21/2021		Transfer from LAIF	1074 · Local Agency I	Confirm #1645		Х	700,000.00	1,525,774.07
09/21/2021		Deposit	-split-	Deposit		Х	97,086.33	1,622,860.40
09/21/2021	EFT	Sterling Administrati	-split-		328.00	Х		1,622,532.40
09/21/2021	EFT	Sterling Administrati	-split-		249.96	Х		1,622,282.44
09/22/2021		Void Stale Check	-split-	Deposit		Х	2,657.01	1,624,939.45
09/22/2021	ACH	Technology Credit C	-split-		151,246.11	Х		1,473,693.34
09/22/2021	EFT	P.E.R.S. ING	-split-	PR21-9-2	2,520.23	Х		1,471,173.11
09/22/2021	EFT	P.E.R.S. Health	-split-	October 2021	213,279.49	Х		1,257,893.62
09/22/2021	EFT	U.S. Bank Telepay	2010 · Accounts Payable		22,274.62	Х		1,235,619.00
09/22/2021	24476	7th Dimension LLC	6213 · IT Equipment	Invoice # 183968	1,109.98			1,234,509.02
09/22/2021	24477	4640 Golden Foothill	-split-	Invoice # 21270	5,141.84	Х		1,229,367.18
09/22/2021	24478	Aramark	-split-	Acct. # 792270	82.40	Х		1,229,284.78
09/22/2021	24479	ARI Investigations Inc.	-split-	Invoice # 21-160	2,850.00			1,226,434.78
09/22/2021	24480	Blue Ribbon Personn	-split-	Invoice # 11320	3,982.68	Х		1,222,452.10
09/22/2021	24481	Burton's Fire	6142 · Parts & Supplies	Inv # S 54314	1,244.48	Х		1,221,207.62
09/22/2021	24482	Caltronics Business	6190 · Office Supplies	Invoice # 3325	283.93	Х		1,220,923.69
09/22/2021	24483	Capital Building Mai	6120 · Housekeeping	Invoice # 13217	1,117.75	Х		1,219,805.94
09/22/2021	24484	El Dorado County E	6120 · Housekeeping		341.00			1,219,464.94
09/22/2021	24485	EDC Air Quality Ma	-split-		736.77	Х		1,218,728.17
09/22/2021	24486	Larry R. Fry	6034 · Health Cost of		207.90	Х		1,218,520.27
09/22/2021	24487	Ferrell Gas	6262 · Natural Gas/Pro	Account # 886	797.85	Х		1,217,722.42
09/22/2021	24488	Fire Districts Associa	$6170\cdot \text{Dues}$ and Subsc		750.00			1,216,972.42
09/22/2021	24489	AT&T Mobility	-split-	Invoice # 2872	99.42	Х		1,216,873.00
09/22/2021	24490	Fit Guard	-split-		120.00	Х		1,216,753.00
09/22/2021	24491	Folsom Chevrolet	6143 · Outside Work	Invoice # 492811	669.02	Х		1,216,083.98
09/22/2021	24492	Green Valley Road S	6221 · Facilities/Equip	Unit: H19 Tena	339.00	Х		1,215,744.98
09/22/2021	24493	Hefner, Stark & Mar	-split-		3,900.00	Х		1,211,844.98
09/22/2021	24494	The Home Depot Pro	-split-	Supplies	468.47	Х		1,211,376.51
09/22/2021	24495	InterState Oil Compa	-split-		3,874.01	Х		1,207,502.50
09/22/2021	24496	Interwest Consulting	6242 · Fire Prevention	Invoice # 72234	2,125.00			1,205,377.50

Date	Number	Payee	Account	Memo	Payment	С	Deposit	Balance
09/22/2021	24497	Kaiser Foundation H	-split-	Account # 320	65.00	Х		1,205,312.50
09/22/2021	24498	Liebert Cassidy Whit	-split-		1,756.00			1,203,556.50
09/22/2021	24499	Life Assist	-split-		1,477.79			1,202,078.71
09/22/2021	24500	Longyear & Lavra, L	6202 · Legal/Human R	Inv # 20856	460.00			1,201,618.71
09/22/2021	24501	OfficeTeam	-split-		4,874.45	Х		1,196,744.26
09/22/2021	24502	Preferred Alliance, Inc.	6202 · Legal/Human R	Invoice # 0169	42.00			1,196,702.26
09/22/2021	24503	Quadient Finance US	6190 · Office Supplies	Account # 790	300.00	Х		1,196,402.26
09/22/2021	24504	RadioMobile, Inc.	6145 · Radio Maintena	Invoice # 18007	1,599.21	Х		1,194,803.05
09/22/2021	24505	Ross Drulis Cusenbery	-split-	Invoice # 2019	330,631.44	Х		864,171.61
09/22/2021	24506	Rotary	-split-	Sept 2021 Dues	280.00			863,891.61
09/22/2021	24507	Scott's PPE Recon, I	6102 · Other Clothing	Invoice # 37394	114.74	Х		863,776.87
09/22/2021	24508	Skylar Roper	-split-	Intern Stipend	325.00			863,451.87
09/22/2021	24509	Time Printing	-split-	Invoice # 5601/	940.90	Х		862,510.97
09/22/2021	24510	Titus Builders Inc.	3506 · CRRD Cost Rec	Residential Fir	285.00			862,225.97
09/22/2021	24511	Ultimate Fire System	-split-		2,200.00	Х		860,025.97
09/22/2021	24512	Allied World	-split-		2,305.64			857,720.33
09/23/2021	EFT	P.E.R.S. Retirement	-split-	PR21-9-2	109,490.82	Х		748,229.51
09/23/2021	EFT	Sterling Administrati	-split-		2,076.00	Х		746,153.51
09/23/2021	EFT	Sterling Administrati	-split-		488.67	Х		745,664.84
09/23/2021	EFT	Sterling Administrati	-split-		641.63	Х		745,023.21
09/23/2021	EFT	Verizon Wireless	-split-	Aug-21	420.11	Х		744,603.10
09/23/2021	EFT	P. G. & E.	-split-	Aug-21	127.60	Х		744,475.50
09/23/2021	24513	Void	6181 · Other Miscellan	VOID Check f		Х		744,475.50
09/23/2021	PR21-9-2		-split-	Total Payroll T	120,326.00	Х		624,149.50
09/23/2021	PR21-9-2		1000 · Bank of Americ	Direct Deposit	334,072.65	Х		290,076.85
09/23/2021	PR21-9-2		1000 · Bank of Americ	Payroll Checks		Х		290,076.85
09/24/2021	EFT	Nationwide Retireme	-split-	PR21-9-2	20,105.37	Х		269,971.48
09/24/2021	EFT	Sterling Administrati	-split-		35.00	Х		269,936.48
09/24/2021	EFT	P. G. & E.	-split-	Aug-21	542.05	Х		269,394.43
09/25/2021	EFT	Allied Administrator	6042 · Dental Insurance	October 2021	4,341.78	Х		265,052.65
09/27/2021		Deposit	1114 \cdot Due from other	Deposit		Х	27,137.42	292,190.07
09/27/2021	EFT	State Compensation	6030 · Workers Compe	Policy # 11048	44,651.67	Х		247,538.40
09/27/2021	EFT	Sterling Administrati	-split-		15.00	Х		247,523.40
09/27/2021	EFT	Intuit Quickbooks	6190 · Office Supplies		248.80	Х		247,274.60
09/28/2021	EFT	Sterling Administrati	-split-		125.00	Х		247,149.60
09/29/2021	EFT	Sterling Administrati	-split-		916.74	Х		246,232.86
09/29/2021	EFT	Sterling Administrati	-split-		43.28	Х		246,189.58
09/30/2021		Deposit	3513 · Rental Income (Deposit		Х	2,100.00	248,289.58
09/30/2021	EFT	Nationwide Retireme	-split-	PR21-9-1 Adju	300.00	Х		247,989.58

EL DORADO HILLS FIRE DEPARTMENT "YOUR SAFETY ... OUR COMMITMENT"



MONTHLY OPERATIONS REPORT SEPTEMBER 2021

*All times are collected using a combination of Active 911 and Crystal Reports. The times are provided with the best accuracy possible given the limitations of technology in our system. The current system does not allow for accurate data collection.

Response (Per District) - 2021 vs. 2020

Response District	# of Responses <u>SEP. 2021</u>	# of Responses <u>Y.T.D. 2021</u>	# of Responses <u>SEP. 2020</u>	# of Responses <u>Y.T.D. 2020</u>	
84	52	618	76	654	
85	77	677	64	658	
86	46	436	48	427	
87	100	1,014	95	912	
91	8	45	5	49	
92	0	21	1	15	
Mutual Aid	76	602	65	505	
Transfer	11	143	16	148	
TOTALS	370	3,555	377	3,368	

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By District (Summary) Note: Run all Districts on 1 page each (manually add subdistricts)

Response (Per Unit) – 2021 vs. 2020

Unit Number	# of Responses <u>SEP 2021</u>	# of Responses <u>Y.T.D. 2021</u>	# of Responses <u>SEP 2020</u>	# of Responses <u>Y.T.D. 2020</u>	# of Responses TOTAL 2020
E-84	63	714	83	699	964
T-85/E-85	113	942	87	865	1,172
E-86	69	593	57	530	710
E-87	117	1,081	96	958	1,249
E-91	29	216	26	192	253
M-85	204	1,831	200	1,804	2,433
B-85	45	402	42	386	511

Report: Tools - Queries – Incident Report Queries – NFIRS Incident Queries – Incidents By Unit By District Note: Run all Units (Monthly/YTD/Yearly) Report total number per report

Response (By Type of Call) – September 2021

RESPONSE DISTRICT	FALSE ALARMS	FIRE CALLS	GOOD INTENT CALLS	HAZERDOUS CONDITION	EMS, RESCUE CALLS	PUBLIC SERVICE CALLS	EXPLOSIONS	SEVERE WEATHER CALLS	SPECIAL, OTHER CALLS
84	4	2	5	0	37	4	0	0	0
85	0	1	7	2	55	12	0	1	0
86	1	1	3	0	34	8	0	0	0
87	1	1	14	1	78	24	0	0	0
91	0	1	0	0	4	3	0	0	0
92	0	0	0	0	0	0	0	0	0
A/M	1	4	20	0	56	7	0	0	0
TOTAL	6	11	49	3	264	58	0	0	0

(Totals exclude transfers by M85)

Response (Incident Type) – September 2021

Incident Type	Incident Description	Number of Incidents
111	Building fire	4
131	Passenger vehicle fire	1
140	Natural vegetation fire, Other	1
141	Forest, woods or wildland fire	1
143	Grass fire	3
162	Outside equipment fire	1
300	Rescue, EMS incident, other	1
321C	EMS call, Cardiac	23
321G	EMS call, General Medical	138
321N	EMS call, Cancelled at Scene No Pt. Contact	7
321R	EMS call, Respiratory	22
321T	EMS call, Trauma, excluding veh accident with injury	41
321X	EMS call, Transfer	11
322	Motor vehicle accident with injuries	10
323	Motor vehicle/pedestrian accident (MV Ped)	2
324	Motor Vehicle Accident with no injuries	7
353	Removal of victim(s) from stalled elevator	1
354	Trench/below-grade rescue	1
412	Gas leak (natural gas or LPG)	2
441	Heat from short circuit (wiring), defective/worn	1
510	Person in distress, Other	4
511	Lock-out	1
520	Water problem, Other	1
541	Animal problem	1
541S	Animal problem snake	22
550	Public service assistance, Other	3
553	Public service	3
554	Assist invalid	17
571E	ENGINE/TRUCK Cover assignment, standby, moveup	6
600	Good intent call, Other	2
611	Dispatched & cancelled en route	5
611A	Dispatched & canceled en route Fire Alarm	12
611F	Dispatched & canceled en route to Fire	1

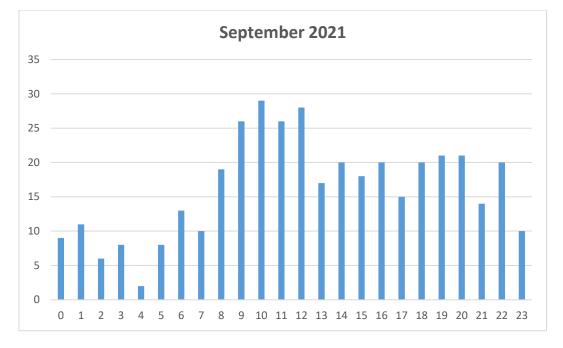
611M	Dispatched & canceled en route Medical	13
611T	Dispatched & canceled en route Traffic Collision	6
622	No Incident found on arrival at dispatch address	10
730	System malfunction, Other	1
733	Smoke detector activation due to malfunction	1
735	Alarm system sounded due to malfunction	1
740	Unintentional transmission of alarm, Other	1
743	Smoke detector activation, no fire - unintentional	1
745	Alarm system activation, no fire - unintentional	1

Emergency Response Summary – Medic Units Response Time - El Dorado September 2021

URBAN RESPONSE,

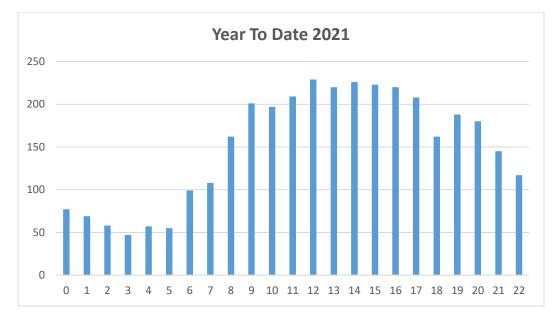
11-minutes, 90% of time

Response Time Between 00:00:00 - 00:00:59	2.49%
Response Time Between 00:01:00 - 00:01:59	4.63%
Response Time Between 00:02:00 - 00:02:59	9.61%
Response Time Between 00:03:00 - 00:03:59	20.28%
Response Time Between 00:04:00 - 00:04:59	37.37%
Response Time Between 00:05:00 - 00:05:59	52.67%
Response Time Between 00:06:00 - 00:06:59	61.57%
Response Time Between 00:07:00 - 00:07:59	69.40%
Response Time Between 00:08:00 - 00:08:59	79.72%
Response Time Between 00:09:00 - 00:09:59	86.12%
Response Time Between 00:10:00 - 00:10:59	<mark>89.32%</mark>



Incidents by Hour of the Day





Hour of Day

Tools - Queries - Incident Report - NFIRS - Count of Incidents by Alarm Hour

Training Division Update

September continued with the focusing on structural firefighting, to include defensive operations, master streams, defensive handlines, and elevator rescue operations. Some of these skills are not frequently used, as such they become perishable. To ensure personnel continued exposure, the Training Division continues to look for ways to renew different skills.

The Training Division also conducted BC led, crew evaluations. This allows the command officer to evaluate their personnel during fire ground operations. This helps to ensure the skill and knowledge are there, as well as consistency in understanding what is being asked by the Battalion Chief during emergency operations. This was a single company evolution where the following disciplines were conducted simultaneously; ladder evaluation, forcible entry, hose handling (cross lay and bundle deployment), and FDC/Standpipe operations.

Personnel also completed mandatory training related to OSHA back injury prevention.



B-Shift – Chief Antonio Moreno

Incidents Residential Structure Fire Howard Drive, Rescue B85, C8500, E84, E85, E86, E383, E88, M85, WT85, WT21, CDF



Crews arrived to find a residential structure fully involved in fire. All occupants escaped safely. The fire was held to the structure with the wildland threat mitigated. A water supply shuttle was established to supply the water needed to extinguish the fire.



LARRO Rescue Salmon Falls Road

B85, E84, E85, M85



Crews responded to a motorcycle off the roadway along Salmon Falls Road in the New York Creek drainage. A rope rescue system was set-up to bring the injured person to the roadway. He was transported by M85 with moderate injuries.

Mulch Pile Fire



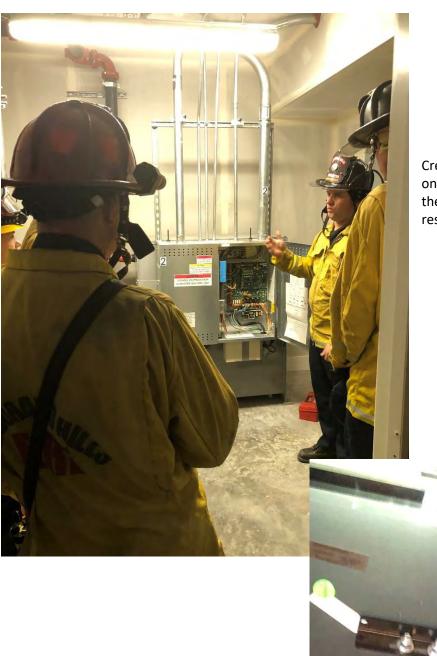
E383 was dispatched to a reported debris burn. E383 arrived to find a very large mulch pile that had spontaneously combusted. Crews used the owner's equipment and multiple loads of water to finally extinguish the pile. We even got help from the owner's son.



Elevator Training

Town Center Apartments

B Shift

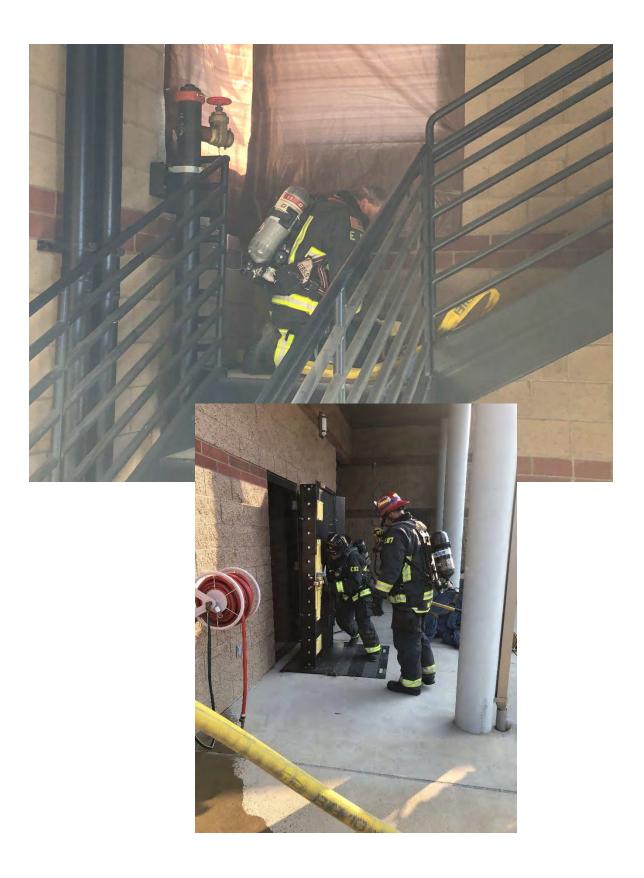


Crews were given further education on the workings of elevators, and the methods and techniques used to rescue trapped occupants.

Crew Evaluation Drills

B Shift

Crews performed a series of assigned tasks: FDC, Laddering, Forcible Entry, and deployment of above ground hose lines.



Community Service Event Attendance

Serrano Claim Jumpers Golf Event

Located at the Serrano Country Club.



Cub Scout Safety Event @ Station 86 Cubs earn their safety badges.





Gold Country Marathon

5k run at Town Center



CSD Summer Festival

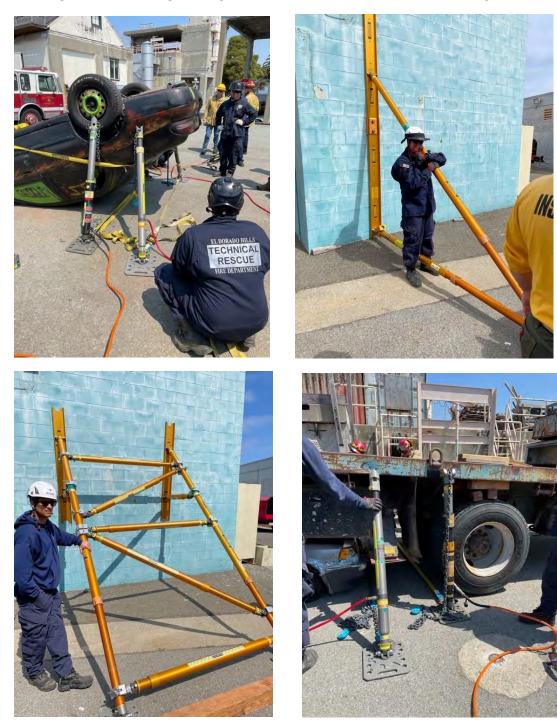
Community wide concert with food, booths, and games at the CSD Park.

Hands 4 Hope Event @ Village Green

Fundraiser at the Village Green.

September C-Shift Ops Report

Late August 2021 - Shoring Training for USAR/Rescue Technicians, SFFD Training Center



Late August 2021 - Vehicle Accident with Fire, Town Center EDH







September 2, 2021 - Vehicle accident, Deer Valley Rd. Rescue



September 3, 2021, Multi-Company EMS/Rescue Training, EDH Business Park



September 3, 2021, Vegetation Fire, Latrobe Rd. @ South Shingle Rd.



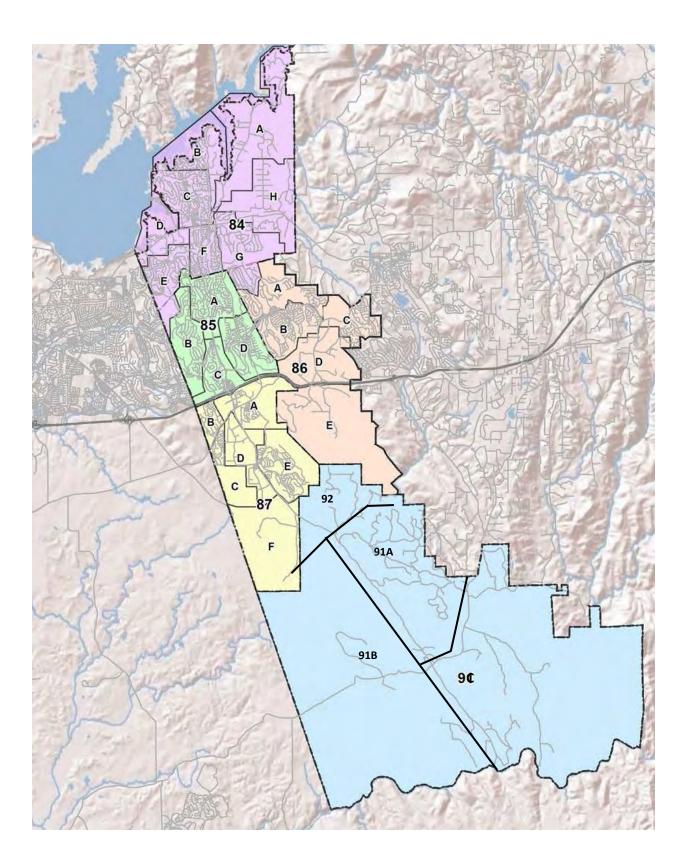
September 9, 2021, Wildland Fire, Kanaka Rd. Rescue, (Lightning Storm)



September 15, 2021, Structure Fire, Colby Ct. EDH







EL DORADO HILLS FIRE DEPARTMENT "YOUR SAFETY ... OUR COMMITMENT"



Community Risk Reduction Division

October 2021 Report

OVERVIEW

The El Dorado Hills Fire Department, Community Risk Reduction Division (CRRD) continues to see significant residential development and vegetation management program activity throughout the reporting period. Major construction activity continues in the Saratoga Estates, Serrano, Carson Creek, Bell Ranch and Sienna Ridge areas of the district. Beginning July 1st, CRRD staff assumed the responsibility to inspect certain fire safety provisions found in the California Building Code for new single-family dwellings/additions in the district. This has led to a significant increase in the number of smoke alarm/carbon monoxide alarm inspections inside existing homes as part of a remodel permit.

CRRD has received a total of **779** construction permit plan review submittals since 1-1-21. Home construction permit activity was the leading permit submittal type with **468** plan applications received followed by **167** fire protection system applications and **97** miscellaneous applications.

CRRD completed **60** vacant lot and **31** defensible space inspections throughout the district. CRRD also investigated **6** Defensible Space citizen complaints on behalf of the County of El Dorado as part of their Vegetation Management program.

MAJOR ACCOMPLISHMENTS

CRRD staff completed the following activities during the last 30 days:

- Completed **113** site, building and fire protection plan reviews and **253** construction inspections.
- Completed 14 fire and life safety inspections of residential and commercial occupancies.
- Completed **11** car seat installation inspections for new parents.
- Completed 99 inspections of smoke and carbon monoxide alarms in existing homes.
- Staff issued 11 fire lane warning notices to vehicle owners violating parking restrictions.
- Five CERT Level II Volunteers assisted the El Dorado County Animal Services Emergency Call Center in their operations during the Caldor Fire between September 1-7, 2021.

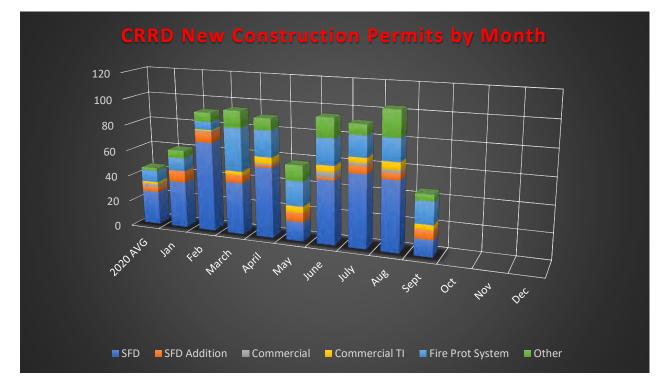


Table 1: 2021 New Construction Permits by Month

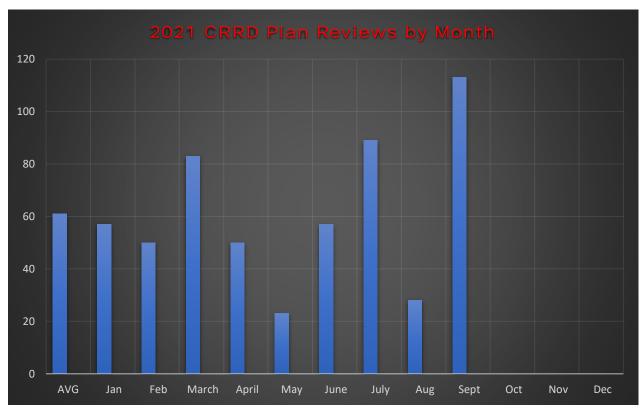


Table 2: Plans Reviews Completed by Month Report



Table 3: Construction Inspections by Month Report

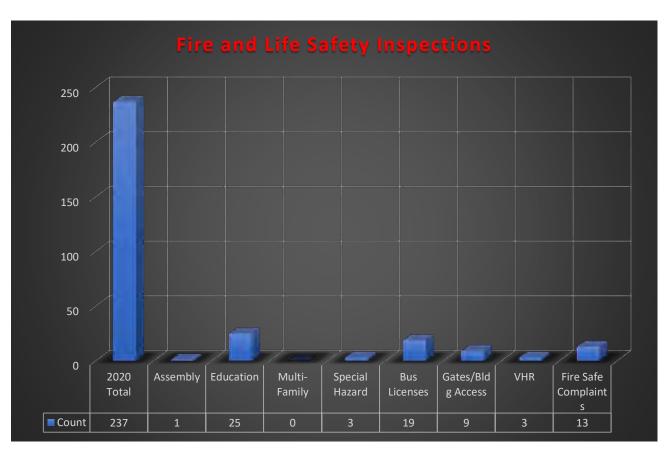


Table 4: Fire and Life Safety Inspection Report

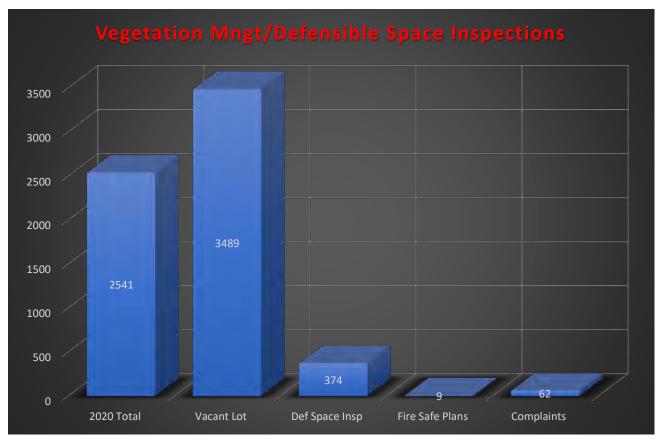


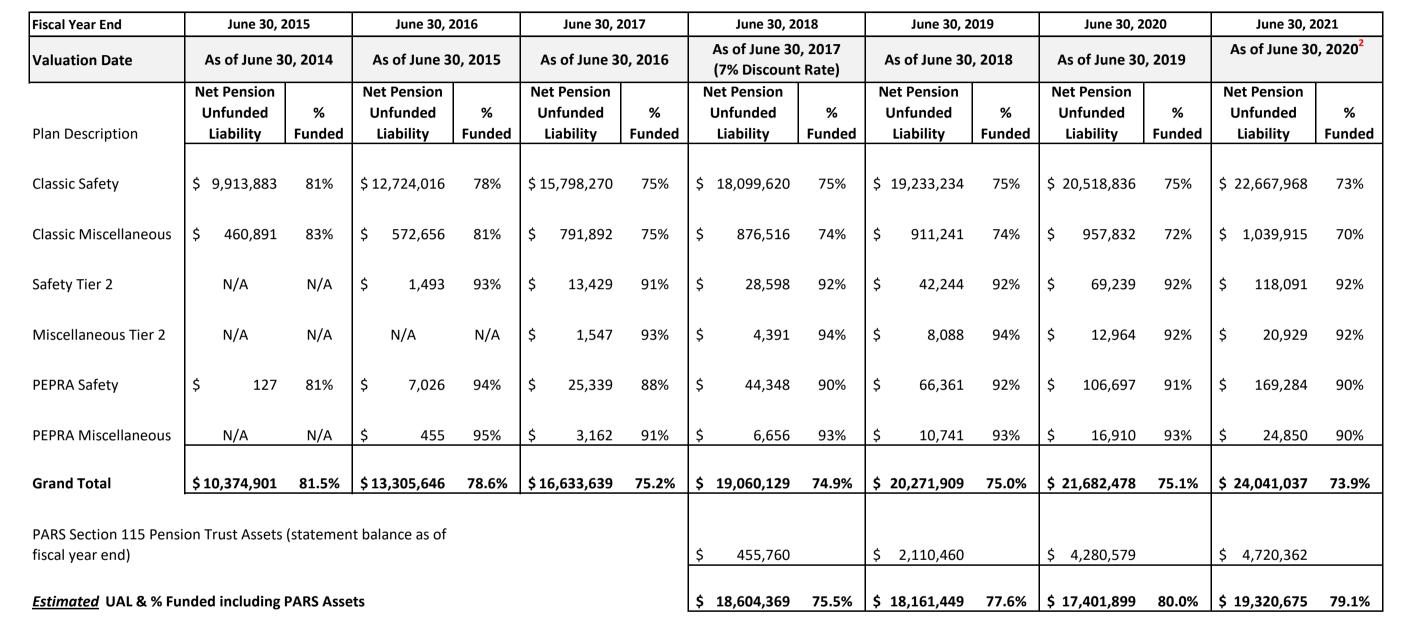
Table 5: Vegetation Management/ Defensible Space Inspections by Type Report

End of Report

El Dorado Hills Fire Department Change in Pension Funded Status

As of 6/30/2020 Measurement Date¹





¹ Data Based on CalPERS Annual Valuation Reports - Valuation Date of June 30, 2020

El Dorado Hills Fire Department

Change in OPEB Funded Status Actuarial Valuation as of 6/30/2020

	FYE 6/30/2018 FYE 6/30/2019 FYE 6/30/2020		FYE 6/30/2021											
Measure	ement Date 6/30	0/2017	Measurement Date 6/30/2018 Measurement Date 6/30/2019		/2019	Measurement Date 6/30/2020			Change from Prior Year Valuation					
Unfunded Actuarial Accrued Liability	Annual Trust Contribution		Unfunded Actuarial Accrued Liability	Recommended Annual Trust Contribution	% Funded	Unfunded Actuarial Accrued Liability	Recommended Annual Trust Contribution	% Funded	Unfunded Actuarial Accrued Liability	Recommended Annual Trust Contribution	% Funded	Unfunded Actuarial Accrued Liability	Annual Trust Contribution	
\$ 6,464,923	\$ 300,000	49%	\$ 12,537,319	\$ 1,067,897	39%	\$ 12,693,657	\$ 1,067,897	43%	\$ 11,127,651	\$ 875,517	48%	\$ (1,566,006)	\$ (192,380)	5%

Data Based on the Bartel & Associates OPEB Actuarial Valuation Report as of 6/30/2020



El Dorado Hills Fire Department 2020/21 Capital Asset Write-offs

								Estimated	Remaining	Accumulated	Cost less
Asset					GL		Date	Useful Life	Useful Life	Depreciation	Accumulated
Number	Asset Description	Serial/VIN/Model #	Reason	Asset Category	Account #	Cost	Acquired	(Months)	(Months)	7/1/20	Depreciation
1245	Firewall Upgrade Equipment		Firewall Upgraded in Feb 2021	Office Equipment	1580	3,419	12/3/2015	36	-	3,418.78	-
	Firewall Upgrade - SonicWall NSA 3600										
1249	TotalSecure Firewall Bundle		Firewall Upgraded in Feb 2021	Office Equipment	1580	5,147	12/31/2015	36	-	5,147.03	-
1252	Firewall Replacement		Firewall Upgraded in Feb 2021	Office Equipment	1580	3,250	1/29/2016	36	-	3,250.00	-
1341	Utility Truck 8542	1FDWW36F0XEE41559	Surplused/Sold at Public Auction	Vehicles	1582	43,177	9/3/1999	60	-	43,177.45	-
1346	Expedition 8544	1FMPU16LX3LC57269	Surplused/Sold to Garden Valley Fire	Vehicles	1582	35,711	6/30/2003	60	-	35,710.57	-
1348	Expedition 8549	1FMPU16L83LC57268	Surplused/Sold to Pioneer Fire	Vehicles	1582	35,711	6/30/2003	60	-	35,710.58	-
				Total Write-o	offs 2020/21	\$ 126,414				\$ 126,414.41	\$ -
									-		

Threshold: \$

-

-

Missing/Cannot be Identified: \$



El Dorado Hills Fire Department

1050 Wilson Blvd.• El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

Maurice Johnson Fire Chief

DATE: October 21, 2021

- TO: Board of Directors
- AGENDA ITEM: XIV-A
- **SUBJECT:** Approval of Amendment #2 to the Unrepresented Administrative Support Resolution

TOPIC

Amendment #2 to the Unrepresented Administrative Support Resolution.

SUMMARY

Staff seeks Board approval to adopt the revised Unrepresented Administrative Support Resolution.

DISCUSSION

The Unrepresented Administrative Support Resolution has been amended to reflect some recent changes. Below is an explanation and outline of these amendments:

- 1. On August 19, 2021, the Board authorized and approved the job reclassification of the Community Risk Reduction Technician position to Community Risk Reduction Specialist.
- 2. On September 16, 2021, the Board authorized and approved the job reclassification of the Operations Support Specialist position to the position of Fire Equipment Mechanic. The Department analyzed the type of uniform that would be required for Fire Equipment Mechanic. Due to the nature of this position, it was determined by the Department that this position should receive the same uniform allowance, as worn by the positions of Fire Prevention Inspector I/II and Fire Prevention Specialist, which is eight hundred dollars (\$800) annually.
- 3. The Department has determined that the position of Fire Equipment Mechanic will receive an annual tool allowance of \$1,000 per year.

All the proposed amendments are reflected in Amendment #2, enclosed herein.

FISCAL IMPACT

The reclassification of the Community Risk Reduction Technician position to the position of Community Risk Reduction Specialist, was approved by the Board on August 16, 2021, so this amendment is informational only.

Staff completed a comprehensive salary survey for the position of Fire Equipment Mechanic. The reclassification from the position of Operations Support Specialist to the position of Fire Equipment Mechanic, will result in an annual budget increase of approximately \$38,000. However, the savings resulting from this position being vacant for at least the first six (6) months of fiscal year 2021-22 offsets the budget increase, so there is no added cost projection for fiscal year 2021-22.

RECOMMENDATION

Approve and adopt Amendment #2 to the Unrepresented Administrative Support Resolution.

Submitted by:

Cora Hall Director of Human Resources



UNREPRESENTED ADMINISTRATIVE SUPPORT RESOLUTION AMENDMENT #2

This Agreement #2 relating to the Unrepresented Administrative Support Resolution for the period of October 1, 2019, through June 30, 2023, referred to herein as "Amendment #2", is made and entered effective this 21st day of October 2021.

1. Article I, General, Section A. shall be amended to read as follows:

I. GENERAL

- A. This Salary and Benefits Resolution (Resolution) is for Unrepresented Administrative Support personnel that are regular full-time employees of the El Dorado Hills County Water District, also known as the El Dorado Hills Fire Department (Department). This Resolution includes employees in positions of Accounting Specialist/Board Clerk, Administrative Assistant I, Administrative Assistant II, Community Risk Reduction Specialist, Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, and Fire Equipment Mechanic.
- 2. Article IV, Uniform Allowance, is amended to read as follows:

IV. UNIFORM AND TOOL ALLOWANCE

Positions eligible for a Uniform Allowance: Fire Prevention Inspector I, Fire Prevention Inspector II, Fire Prevention Specialist, Community Risk Reduction Specialist, and Fire Equipment Mechanic.

Each employee in the positions of Fire Equipment Mechanic, Fire Prevention Inspector I, Fire Prevention Inspector II, and Fire Prevention Specialist shall receive an annual uniform allowance of eight hundred dollars (\$800.00), payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule or assignment. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Each employee in the position of Community Risk Reduction Specialist, shall receive an annual uniform allowance of four hundred dollars (\$400.00), payable in two (2) equal installments on the first full pay period of July and January. All eligible members shall receive a uniform allowance regardless of their schedule or assignment. The uniform allowance will cease if a position is no longer required to wear a Department uniform.

Each employee in the position of Fire Equipment Mechanic, shall receive an annual tool allowance of one thousand dollars (\$1,000), payable bi-weekly.

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION NO. 2021-15

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AMENDMENT #2 TO THE UNREPRESENTED ADMINISTRATIVE SUPPORT RESOLUTION

WHEREAS, the Board wishes to approve the changes related to Article I. General, Section A., and Article IV, Uniform Allowance, of the Unrepresented Administrative Support Resolution; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the El Dorado Hills County Water District, hereby approves the changes related to Article I. General, Section A., and Article IV. Uniform Allowance, of the Unrepresented Administrative Support Resolution as outlined in Amendment #2 are hereby approved.

The foregoing resolution was passed and adopted by the Board of Directors of the El Dorado Hills County Water District at a meeting of said Board held on the 21st day of October 2021, by the following vote:

AYES: NOES: ABSENT:

ATTEST:

Jessica Braddock, Board Secretary

Tim White, President

RESOLUTION NO. 2021-16

FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) El Dorado Hills County Water District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
001 Represented Employees	Region 1 UnitedHealthcare
002 Chief	\$2,850.00
003 EMS Techs	No Change
004 Reserve Fire	No Change
005 Unrepresented Employees	\$2,850.00

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) El Dorado Hills County Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of El Dorado Hills County Water District shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that El Dorado Hills County Water District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, The Director of Finance to file with the Board a verified copy of this resolution, and to perform on behalf of El Dorado Hills County Water District all functions required of it under the Act.

Adopted at a the regular meeting of the Board of Directors at 1050 Wilson Blvd. El Dorado Hills, CA, this 21 day of October, 2021.

Signed: ______ Timothy J. White, Board President

Attest:

Jessica Braddock, Board Secretary

INSTRUCTIONS

This resolution form is the approved form designated by the California Public Employees' Retirement System (CalPERS). It should be used by a contracting agency subject to Public Employees' Medical and Hospital Care Act (PEMHCA) when the agency desires to change the monthly employer health contribution for employees and annuitants in accordance with Government Code Section 22892.

The resolution is **effective on the first day of the second month** following the month in which the resolution is filed (date stamped as received by CalPERS; See address below).

WHEREAS,	(1)	should be completed with full name of the contracting agency and recognized employee organizations.
RESOLVED,	(a)	should be completed to specify the amount of the employer contribution toward the cost of enrollment for active employees and annuitants. The amount specified must be an amount equal to or greater than that prescribed by Section 22892(b).
		Commencing January 1, 2009, the employer contribution shall be adjusted annually by the Board to reflect any change in the medical component of the Consumer Price Index, and shall be rounded to the nearest dollar.
RESOLVED,	(b)	should be completed with full name of the contracting agency.
RESOLVED,	(c)	should be completed with full name of the contracting agency.
RESOLVED,	(d)	requests the position title of the individual who handles the PEMHCA resolution for the contracting agency.
RESOLVED,	(d)	should be completed with full name of the contracting agency.

Because resolutions serve as a legally binding document, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service	Regular Mail
California Public Employees' Retirement System	California Public Employees' Retirement System
Health Resolution & Compliance Services, HAMD	Health Resolution & Compliance Services, HAMD
400 Q Street	PO BOX 942714
Sacramento, CA 95811	Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.

RESOLUTION NO. 2021-17 OF THE BOARD OF DIRECTORS OF THE EL DORADO HILLS COUNTY WATER DISTRICT October 21, 2021

RESOLUTION APPROVING THE EL DORADO HILLS COUNTY WATER DISTRICT ANNUAL REPORT AND FIVE-YEAR FINDINGS REPORT FOR THE FIRE IMPACT FEE PROGRAM IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 66006 AND 66001

WHEREAS, AB 1600 was passed and codified in California Government Code Section 66000 ("Mitigation Fee Act"), allowing the establishment of a development impact fee as a condition of approval where the purpose and use of the fees are identified, and a reasonable relationship to the development project can be demonstrated; and

WHEREAS, the County of El Dorado ("County") has adopted Ordinance No. 3991, codified in Chapter 13, Section 20 of the El Dorado County Code, which sets forth the requirements for the establishment and administration of development impact mitigation fees collected by the County on behalf of a special district within the County; and

WHEREAS, the County, at the request of the El Dorado County Water District's ("District"), has established fire impact mitigation fees ("Reportable Fees') for the El Dorado Hills Fire Department ("Department)" within the District's boundaries; and

WHEREAS, Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of the Reportable Fees collected and expended and to make additional findings every five years if there are any funds remaining in the Reportable Fees fund at the end of the prior fiscal year; and

WHEREAS, pursuant to Government Code Section 66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete improvements, and any improvements remain incomplete; and

WHEREAS, the District's Annual and Five-Year Findings Reports for the Fire Impact Fee Program, FY 2020-21 ("Report") contains the requisite information and proposed findings concerning the collection and expenditure of Reportable Fees pursuant to Government Code Sections 66006 and 66001.

NOW, THEREFORE BE IT RESOLVED, that the Board makes the following finds and takes the stated actions regarding the program as required by and in accordance with Government Code Section 66006(b):

1) The Board finds and determines that the foregoing recitals and determinations are correct.

- 2) Pursuant to Government Code Section 66001(d), the Board reviewed the Report which is incorporated by this reference and contains the following proposed findings:
 - (A) Identification of the purposes to which the Reportable Fees are to be put;
 - (B) Demonstration of a reasonable relationship between the Reportable Fees and the purpose for which they are charged;
 - (C) Identification of all sources and amounts of funding anticipated to complete incomplete improvements of the District; and
 - (D) Designation of the approximate dates on which the funding referred to in paragraph
 (3) is expected to be deposited into the respective District account(s).
- 3) Pursuant to Government Code Sections 66006(b)(1) and (2), the Board reviewed the Report which is incorporated by this reference and contains the following proposed findings:
 - (A) A brief description of the type of Reportable Fees in the Reportable Fees fund;
 - (B) The amount of the Reportable Fees;
 - (C) The beginning and ending balance of the Reportable Fees Account;
 - (D) The amount of Reportable Fees collected, and the interest earned;
 - (E) An identification of each improvement on which Reportable Fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the improvement that was funded with Reportable Fees;
 - (F) An identification of an approximate date by which the construction of the improvement will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete improvement, as identified in Section 66001(a)(2), and the improvement remains incomplete;
 - (G) A description of each interfund transfer or loan made from the Reportable Fees fund, including the improvement on which the transferred or loaned Reportable Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Reportable Fees fund will receive on the loan; and
 - (H) The amount of refunds made pursuant to Section 66001(e) and any allocations pursuant to Section 66001(f).
- 4) The findings required by Government Code Section 66001(d) are made at the same time as the findings as that information required by Government Code Section 66006(b).
- 5) The Board determines that the District is in compliance with Government Code Section 66000, et seq., regarding the receipt, deposit, investment, expenditure and refund of Reportable Fees received and expended relative to improvements for Fiscal Year 2020-21.
- 6) The Board determines that no refunds and allocations of Reportable Fees, as required by Government Code Sections 66001(e) and 66006(b)(1)(H), are deemed payable at this time for Fiscal Year 2020-21.

PASSED AND ADOPTED by the Board of Directors of the El Dorado County District at a regularly scheduled meeting held on the 21st of October 2021, by the following vote of said Board:

October 21, 2021

AYES:

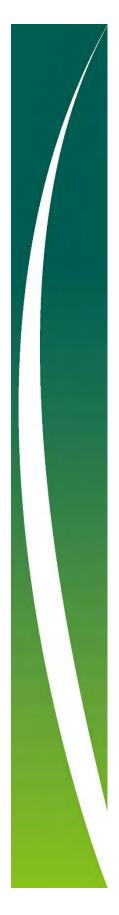
NOES:

ABSTAIN:

ABSENT:

ATTEST:

Timothy J. White President, Board of Directors Jessica Braddock Board Secretary



EL DORADO HILLS FIRE DEPARTMENT

ANNUAL AND FIVE-YEAR FINDINGS REPORTS FOR FIRE IMPACT FEE PROGRAM

FY 2020-21

PREPARED FOR:

BOARD OF DIRECTORS EL DORADO HILLS COUNTY WATER DISTRICT

PREPARED BY:

SCIConsultingGroup

4745 MANGLES BOULEVARD FAIRFIELD, CALIFORNIA 94534 PHONE 707.430.4300 www.sci-cg.com (THIS PAGE INTENTIONALLY LEFT BLANK)

EL DORADO HILLS COUNTY WATER DISTRICT

BOARD OF DIRECTORS Tim White, President Bobbi Bennett, Vice President Gregory Durante, Member

John Giraudo, Member Jim Hartley, Member

FIRE CHIEF Maurice Johnson

FINANCE DIRECTOR Jessica Braddock

DEPUTY CHIEF Michael Lilienthal

IMPACT FEE CONSULTANT Blair Aas, SCI Consulting Group



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EXECUTIVE SUMMARY

INTRODUCTION

The Mitigation Fee Act (Government Code Section 66000 et. seq., hereafter the "Act") requires local agencies to report certain financial information regarding their development impact fee programs every year and every fifth year. These reporting requirements are applicable to the fire impact fee ("Reportable Fee'") program of the El Dorado County Water District's ("District") El Dorado Hills Fire Department ("Department") adopted by the County of El Dorado ("County") on behalf of the District.

This *Five-Year Findings Report* provides the findings required by Section 66001(d)(1) of the Act for the District's Fire Impact Fee Fund for fiscal year ending June 30, 2021. The District's last Five-Year Findings Report for their fire impact fee fund was provided for fiscal year ending June 30, 2016.

BACKGROUND

Section 66006(b) the Act requires that the following information, entitled "Annual Report," be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

In addition to the Annual Report, local agencies are required, for the fifth fiscal year following the first receipt of any development impact fee proceeds, and every five years thereafter, to

comply with Section 66001(d)(1) of the Act by affirmatively demonstrating that the local agency still needs unexpended development impact fee revenue to achieve the purpose for which it was originally imposed and that the local agency has a plan on how to use the unexpended balance to achieve that purpose.

Specifically, local agencies must make the following findings, entitled *"Five-Year Findings Report,"* concerning that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

In addition to the requirements set forth above, Section 66001(e) of the Act of the states that when sufficient funds have been collected to complete financing on incomplete public improvements, and the public improvements remain incomplete, the local agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvement will be commenced, or shall refund to the then-current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the development project or projects on a prorated basis, the unexpended portion of the fee, and any interest accrued thereon.

However, 66001(f) of the Act states that if the administrative costs of refunding unexpended revenues exceed the amount to be refunded, the local agency, after a public hearing, notice of which has been published and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which fees are collected and which serves the project on which the fee was originally imposed.



ANNUAL REPORT (FISCAL YEAR 2020-21)

In accordance with Government Code Section 66006(b)(1) and (2), the El Dorado Hills County Water District (the "Department") provides the following information for fiscal year 2020-21 for the El Dorado Hills Fire Department's ("Department") Fire Impact Fee Program.

BRIEF DESCRIPTION OF THE REPORTABLE FEE

The Department's fire impact fee ("Reportable Fee") will help maintain adequate service levels for fire protection in the Department. New development in the Department will increase the demand for fire protection services. The Reportable Fee will fund the construction of new or expanded fire facilities, apparatus, and equipment necessary to accommodate residential and nonresidential development in the Department.

REPORTABLE FEE AMOUNTS

The current Reportable Fees in effect at the end of fiscal year 2020-21 are shown below.

Land Use Category	Reportable Fee				
Residential Single Family	\$0.99/sq. ft.				
Residential Multi Family	\$1.62/sq. ft.				
Residential Mobile Home	\$1.16/sq. ft.				
Assisted Living Facility	\$1.63/sq. ft.				
Retail/Commercial	\$1.68/sq. ft.				
Office	\$2.10/sq. ft.				
Industrial	\$1.54/sq. ft.				
Agriculture	\$0.65/sq. ft.				
Warehouse/Distribution	\$1.04/sq. ft.				

REPORTABLE FEE ACCOUNT BALANCES

The balance of the Reportable Fee account at the beginning of fiscal year 2020-21 was \$10,682,188.69. At the end of fiscal year 2020-21, the balance of the Reportable Fee fund was \$11,687,837.57.

REPORTABLE FEES COLLECTED AND INTEREST EARNED

The amount of Reportable Fees collected during fiscal year 2020-21 was \$1,158,136.41. In addition, \$54,643.45 was earned in interest during the fiscal year. The total amount of Reportable Fee and interest collected during fiscal year 2020-21 was \$1,212,779.86.



USE OF REPORTABLE FEES

For fiscal year 2020-21, Reportable Fees were expended on four improvements / purchases detailed in Figure 1 totaling \$195,552.86. The County's 1% fee for administration of the fee program totaled \$11,578.12.

FIGURE 1 – USE OF REPORTABLE FEES

	<u>Total</u>	<u>% Funded with</u>
Improvement Project	Expenditure	Reportable Fee
8538 Chief's Vehicle Fitting	\$34,706.34	26.5%
New Training Center (Phase 1)	\$126,677.69	75%
Mobile Data Computers	\$13,127.41	100%
New Station 91 Engine	\$79,222.58	100%
Fee Program Administration	\$11,578.12	100%

IDENTIFICATION OF INCOMPLETE IMPROVEMENTS

The Department expended \$126,677.69 of previously collected Reportable fees on project management services for the construction phase one of the new \$10.2 million Training Center. The Department anticipates construction would commence in fiscal year 2021-22 and be completed by fiscal year 2024-25.

INTERFUND TRANSFERS AND LOANS

There were no other interfund transfers or interfund loans from the Reportable Fee fund in fiscal year 2020-21.

Refunds

The Department issued no refund of Reportable Fees in fiscal year 2020-21.



FIVE-YEAR FINDINGS REPORT (AS OF JUNE 30, 2021)

In accordance with Government Code Section 66001(d)(1), the El Dorado Hills County Water District (the "District") affirmatively demonstrate that the El Dorado Hills Fire Department ("Department") still needs unexpended fees to achieve the purpose for which it was initially imposed and that the Department has a plan on how to use the unexpended balance to achieve that purpose.

UNEXPENDED REPORTABLE FEES

The Department's Fire Impact Fee ("Reportable Fee") fund balance as of June 30, 2021, was \$11,687,837.57.

PURPOSE OF THE REPORTABLE FEE

The purpose of the Reportable Fee, imposed and collected on new development within the District, is to help maintain adequate levels of service for fire protection in the District. New development in the District will increase the demand for fire protection services. The Reportable Fees will fund fire facilities, apparatus, and equipment necessary to accommodate growth as it occurs in the District. Specifically, the Department intends to put the unexpended Reportable fees towards the following improvements and purchases.

FIGURE 2 – IMPROVEMENTS TO BE FUNDED WITH UNEXPENDED REPORTABLE FEES
--

Improvement / Purchase	Estimated Cost
New Training Center (Phase 1)	\$10,200,000
New Water Rescue Boat	\$218,000
New Development Center for Firefighter Training	\$500,000
New Mechanic's Truck / Large Tools	\$225,000
Replacement BC Vehicle	\$200,000
New Two (2) Community Risk Reduction Staff Vehicles	\$75,000
Replacement of SCBAs	\$600,333
Replacement of Two (2) Pierce Type I Fire Engines	\$1,505,000
New Heavy Rescue Squad	\$900,000
Replacement of Three (3) Staff Vehicles (8501, 8502, 8503)	\$240,000
Replacement of One (1) Ladder Truck	\$1,500,000
Replacement of Two (2) Type III Fire Engines	\$800,000
New Communication Tower and Radio Infrastructure	\$7,000,000
TOTAL	\$23,963,333

Source: El Dorado Hills Fire Department



RELATIONSHIP BETWEEN THE REPORTABLE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

There is a roughly proportional, reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional fire facilities, apparatus, vehicles, and equipment by reason of the fact that development of residential and nonresidential land uses in the Department's service area will generate additional demand for fire services and fire system improvements. The fire impact fees will be used to fund these improvements, which are necessary to serve new development in the District. Each development project will add to the incremental need for additional fire protection capacity, and each new project will benefit from the expanded fire system capacity. For the new development to occur in the District, fire protection facilities, apparatus, vehicles, and equipment must be added in order to provide an adequate level of fire protection service in the District.

ANTICIPATED FUNDING TO COMPLETE FINANCING OF INCOMPLETE IMPROVEMENTS

The estimated cost of the Department's incomplete improvements and the sources and amounts of funding anticipated to complete the financing of the incomplete improvements in shown in Figure 3 on the following page.

The Department is anticipating collecting approximately \$1.2 million per year for the next seven years in Reportable Fees. The Department plans on allocating over \$3.4 million in General Fund revenue over next five fiscal years towards apparatus and vehicle replacement.

APPROXIMATE DATES OF DEPOSIT OF ANTICIPATED FUNDING

The approximate dates on which the funding anticipated to complete financing of the Department's incomplete improvements is expected to be deposited into the Reportable Fees fund is shown in Figure 4 on page 8.



		Anticipated Fu	nding Amount		
Incomplete Improvement	Expended Prior to June 30, 2021 ¹	Unexpended Reportable Fees ²	Future Reportable Fees ³	General Fund Contribution ⁴	Estimated Cost
New Training Center (Phase 1)	\$269,708	\$7,380,292	\$2,550,000		\$10,200,000
New Water Rescue Boat		\$174,400	\$43,600		\$218,000
New Development Center for Firefighter Training		\$400,000	\$100,000		\$500,000
New Mechanic's Truck / Large Tools		\$225,000			\$225,000
Replacement BC Vehicle		\$53,000		\$147,000	\$200,000
New Two (2) Community Risk Reduction Staff Vehicles		\$75,000			\$75,000
Replacement of SCBAs		\$159,088		\$441,245	\$600,333
Replacement of Two (2) Pierce Type I Fire Engines		\$398,825		\$1,106,175	\$1,505,000
New Heavy Rescue Squad		\$450,000	\$450,000		\$900,000
Replacement of Three (3) Staff Vehicles (8501, 8502, 8503)		\$63,600		\$176,400	\$240,000
Replacement of One (1) Ladder Truck		\$397,500		\$1,102,500	\$1,500,000
Replacement of Two (2) Type III Fire Engines		\$212,000		\$588,000	\$800,000
New Communication Tower and Radio Infrastructure		\$1,699,132	\$5,300,868		\$7,000,000
TOTAL	\$269,708	\$11,687,837	\$8,444,468	\$3,561,320	\$23,963,333

FIGURE 3 - ANTICIPATED FUNDING TO COMPLETE FINANCING OF INCOMPLETE IMPROVEMENTS

Source: El Dorado Hills Fire Department

Notes:

¹ Reportable fees from the prior fee program expended prior to June 30, 2021.

² Reportable fees collected and unexpended as of June 30, 2021. Unexpended fees dedicated to phase 1 of new training center are from the prior fee program.

³ Projected reportable fees to be collected after June 30, 2021.

⁴ Anticipated funding from the District General Fund Budget that is funded generally through property taxes.



	Anticipate	ed Deposit Date o	of Funding	
Incomplete Improvement	Unexpended Reportable Fees	Future Reportable Fees	General Fund Contribution	Construction Completion / Purchase Date
New Training Center (Phase 1)	Balance as of June 30, 2021	FY 2021-22 and FY 2023-24		2024
New Water Rescue Boat	Balance as of June 30, 2021	FY 2023-24 FY 2021-22 and FY 2022-23		2022
New Development Center for Firefighter Training	Balance as of June 30, 2021	FY 2021-22 and FY 2022-23		2022
New Mechanic's Truck / Large Tools	Balance as of June 30, 2021	FY 2021-22 and FY 2022-23		2022
Replacement BC Vehicle	Balance as of June 30, 2021			2022
New Two (2) Community Risk Reduction Staff Vehicles	Balance as of June 30, 2021			2022
Replacement of SCBAs	Balance as of June 30, 2021		FY 2021-22 and FY 2022-23	2022
Replacement of Two (2) Pierce Type I Fire Engines	Balance as of June 30, 2021		FY 2022-23 and FY 2024-25	2025
New Heavy Rescue Squad	Balance as of June 30, 2021	FY 2022-23		2024
Replacement of Three (3) Staff Vehicles (8501, 8502, 8503)	Balance as of June 30, 2021		FY 2024	2024
Replacement of One (1) Ladder Truck	Balance as of June 30, 2021		FY 2025	2026
Replacement of Two (2) Type III Fire Engines	Balance as of June 30, 2021		FY 2025	2026
New Communication Tower and Radio Infrastructure	Balance as of June 30, 2021	FY 2023-24 thru FY 2027-28		2027

FIGURE 4 - APPROXIMATE DATES OF DEPOSIT OF ANTICIPATED FUNDING DETAILED IN FIGURE 3



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El Dorado Hills Fire Department

1050 Wilson Blvd.• El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

Maurice Johnson Fire Chief

DATE:

October 21, 2021

TO: Board of Directors

AGENDA ITEM: Item XIV D

SUBJECT: New Battalion Chief Command Vehicle Purchase

TOPIC

Staff seeks Board authorization to purchase a Battalion Chief Command Vehicle.

SUMMARY

The lack of weight carrying capacity related to the vehicle's Gross Vehicle Weight Ratio (GVWR), vehicle issues associated with load capacity, and lack of the necessary equipment to better prepare the incident commander for an escalating emergency, it has become necessary to replace the existing Battalion Chief Command Vehicle with a more capable and appropriate response vehicle.

DISCUSSION

In 2017, the El Dorado Hills Fire Department (Department) purchased the current Battalion Chief Vehicle. The current vehicle is a ½ ton chassis, 4x4, crew cab, with a bed cover (shell). This has been the primary response vehicle for the Battalion Chiefs since its purchase.

The vehicle has some significant limitations as a command response vehicle; (1) weight capacity of the vehicle, (2) the lack of command equipment in the cab and in the bed of the vehicle, (3) minimal organization for important command/task documents, as well as (4) limited technological capabilities compared to what is currently available on the market.

Further, the current vehicle is a ½ ton that with the current payload of the lighting package, radios, shell, front push bar, bed slide-out tray, and personal protective equipment carried by the BC, diminishes the vehicle's handling capability. The lower GVWR has increased maintenance costs associated with vehicle braking and engine replacement, limiting the opportunity to build a more robust command box in the bed.

Current industry standards have identified necessary tools and equipment for a commanding officer who assumes the role of Incident Commander (IC) to be able to

manage crews involved on the incident properly. This includes the ability to manage and listen to multiple radio channels at the same time without having to "scan" different channels from the same radio which results in minimizing the opportunity of missing critical radio traffic, increasing firefighter safety; maintaining accountability of all personnel/resources on the incident, and allowing for better control of expanding and increasingly complex incidents with the use of technology. These types of incidents include residential and commercial structure fires, wildland fires in the Wildland Urban Interface (WUI), rescue, civil unrest, multiple casualty incidents, and hazardous material releases.

Modern technology is improving the fire service capabilities relative to meeting the mission of saving lives, mitigating the incident, saving property, and limiting damage to the environment. The new command vehicle will be outfitted with new technology that will improve the BCs' capabilities. These types of technology include additional monitors for satellite views of the incident location, drone footage, news feed, additional radios, and a Mobile Data Computer (MDC) screen in the cab as well as in the back in the command box to maintain constant up-to-date information from the dispatch center and personnel accountability.

Staff researched different options, ranging from managing the vehicle design and build using different vendors to contracting with a single vendor to complete the entire build. Staff also looked at post-purchase customer service, demonstrated success, and options that were available to meet the needs of a diverse response district. Based on the information staff was able to obtain through research, talking with different customers, as well as taking the opportunity to assess a newly built command vehicle firsthand, it was decided to proceed with a single vendor solution. After careful consideration, staff determined that 911 Vehicle of Anaheim, CA would be the best vendor to build a command vehicle to meet the Department's needs.

Staff was able to locate an existing public contract through Sourcewell, National Auto Fleet Group, in a competitive bid process with a maturity date of January 17, 2022, for the same type of vehicle build. The awarded bid qualifies per the Department Procurement Policy. The Sourcewell master vehicle contract that is being used is contract number 120716-NAF.

FISCAL IMPACT

The table below outlines the quoted cost of this purchase:

Description	Price
Vehicle, shell, 911 Vehicle Fees	\$155,096.21

Radios and associated vehicle equipment

\$44,903.79

The Department budgeted \$200,000 for the purchase of this vehicle in its 2021/22 Final Budget.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of the Battalion Chief Command Vehicle to be built by 911 Vehicle and for the Fire Chief to have the authorization to approve any change orders that may arise within the Fire Chief's approved spending limits, should the amount exceed \$200,000. The total cost for this purchase is \$200,000.00.

Submitted by:

Justin Hall

Deputy Chief – Operations

Approved by:

Maurice Johnson Fire Chief



National Joint Powers Alliance[®] (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

DECEMBER 8, 2016

8:30 a.m. Central Time At the offices of the National Joint Powers Alliance[®] 202 12th Street Northeast, Staples, MN 56479

RFP #120716

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

<u>RFP Timeline</u>	
October 21, 2016	Publication of RFP in the print and online version of USA Today, in the print and
	online version of the Salt Lake Tribune within the State of Utah, in the print
	and online version of the Daily Journal of Commerce within the State of
	Oregon (note to OR entities: this pertains to
	http://www.njpacoop.org/oregon-advertising), in the print and online
	version of The State within the State of South Carolina, the NJPA website,
	MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
November 16, 2016Pre-Proposal Conference (the webcast/conference call). The	
10:00 a.m. CT	connection information will be sent to all inquirers two business days
	before the conference.
November 30, 2016 <mark>Deadline for RFP questions.</mark>	
December 7, 2016	Deadline for Submission of Proposals. Late responses will be
4:30 p.m. CT	returned unopened.
December 8, 2016	Public Opening of Proposals.
8:30 a.m. CT	

DED Tim aline

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 **DEFINITIONS**

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

<u>2.1</u> NJPA advertises this solicitation: 1) in the hard copy print and online editions of the <u>USA Today</u>; 2) once each in Oregon's <u>Daily Journal of Commerce</u>, South Carolina's <u>The State</u> and Utah's <u>Salt Lake</u> <u>Tribune</u>; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

<u>2.2</u> NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

<u>3.1</u> The National Joint Powers Alliance[®] (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

<u>3.3</u> NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

<u>3.4</u> NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

<u>3.5</u> NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

<u>**3.6**</u> National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

<u>3.6.1</u> National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

<u>**3.6.2**</u> NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

<u>3.7</u> State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

<u>3.9</u> NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

- **3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;
- **3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- **<u>3.11.3</u>** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- **<u>3.11.5</u>** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

<u>3.12</u> Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

<u>3.13</u> Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a nonmanufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

<u>3.15</u> Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

<u>3.17.1</u> In addition to VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

<u>**3.17.1.1**</u> *Automobile Category*: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

Utility Category: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

Van Category: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

Police, Safety and Rescue Category: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel *Truck Category*: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel.

<u>**3.17.2**</u> NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded.

<u>3.18</u> Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

- **3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- **3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- **3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

<u>3.22</u> Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

<u>3.23</u> Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

<u>3.23.1</u> Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

<u>3.23.2</u> Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

<u>3.24.1</u> Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

<u>3.24.1.1</u> Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either inhouse or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

<u>3.24.1.2</u> Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

<u>3.24.1.4</u> Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

<u>3.26</u> Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

<u>3.27</u> Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

<u>3.29</u> Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

<u>3.30</u> Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

<u>3.31.1</u> Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

<u>3.31.2.1</u> demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

<u>**3.31.2.2**</u> identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

<u>**3.31.2.3**</u> differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

<u>3.33</u> Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

<u>3.34</u> Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

<u>3.36</u> Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. <u>NJPA</u> may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

<u>4.1</u> The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

<u>4.2</u> A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

<u>4.3</u> Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

<u>4.4</u> These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

<u>4.5</u> Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, <u>Exceptions To Proposal, Terms, Conditions And Solutions Request</u>.

<u>4.6</u> Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

<u>4.7</u> All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

<u>4.8</u> All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

<u>4.9</u> All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

<u>4.10</u> All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

<u>4.11</u> Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

<u>4.13</u> Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

<u>4.14</u> Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at <u>www.njpacoop.org</u> (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

<u>4.24.2</u> Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

<u>4.24.3</u> Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

<u>4.24.9</u> Extend proposal due dates.

5 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. The estimated annual value of this contract is \$150 Million. Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

<u>5.4</u> All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

<u>5.6</u> All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

<u>5.7</u> Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

<u>5.8</u> Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft[®] Excel[®]) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

<u>5.27</u> An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

<u>5.45</u> Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

<u>6.1</u> The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

<u>6.3</u> The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

<u>6.4</u> All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

<u>6.5</u> All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

<u>6.6</u> Level-One Responsiveness means that the response

- **<u>6.6.1</u>** is received before the deadline for submission or it will be returned unopened;
- **<u>6.6.2</u>** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- **<u>6.6.3</u>** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- **<u>6.6.4</u>** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

<u>6.7</u> Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- **<u>6.8.1</u>** Company Information and Financial Strength
- 6.8.2 Industry Requirements and Marketplace Success
- **<u>6.8.3</u>** Ability to Sell and Deliver Service Nationwide
- **<u>6.8.4</u>** Marketing Plan
- 6.8.5 Other Cooperative Procurement Contracts
- 6.8.6 Value-Added Attributes
- **<u>6.8.7</u>** Payment Terms and Financing Options
- 6.8.8 Warranty
- 6.8.9 Equipment/Products/Services
- **<u>6.8.10</u>** Pricing and Delivery
- 6.8.11 Industry-Specific Questions

<u>6.9</u> [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

<u>6.10</u> In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

<u>6.16</u> NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

<u>6.17</u> This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

<u>6.19.1</u> An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

<u>6.19.2</u> Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

<u>6.19.3</u> Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

<u>6.19.4</u> Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

<u>6.19.5</u> Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

<u>6.19.6</u> Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

<u>6.19.6.1</u> Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

<u>6.19.6.2</u> Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

<u>6.19.6.3</u> Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

<u>6.19.6.4</u> Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

<u>6.19.7</u> An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

<u>6.20</u> Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

<u>6.23.1</u> Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

<u>6.23.1.1</u> Commercial General Liability—Occurrence Form Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

<u>6.23.1.2</u> Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

<u>6.25</u> Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

<u>6.26</u> Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

<u>6.28</u> [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

<u>6.29</u> Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

<u>6.29.3</u> The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

<u>6.29.4</u> The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

<u>6.29.6</u> For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

<u>6.33</u> Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

<u>6.34</u> Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

<u>6.36</u> Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

<u>6.37</u> Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

<u>6.38</u> Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

<u>7.1</u> Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

<u>7.5</u> Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

<u>7.6</u> Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

<u>7.7</u> Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

<u>7.7.1</u> Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

<u>7.8</u> NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

<u>7.11</u> The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

<u>7.13</u> NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

- **<u>7.13.1</u>** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
- **<u>7.13.2</u>** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
- **7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;
- 7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;
- **7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
- <u>7.13.6</u> The Vendor fails to properly report quarterly sales;
- **<u>7.13.7</u>** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

<u>7.16</u> NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

<u>7.17</u> NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

<u>8.1</u> Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

<u>8.2</u> [This section is intentionally blank.]

<u>8.3</u> NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

<u>8.4</u> Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

<u>8.5</u> Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

<u>8.5.1</u> Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

<u>8.6 through 8.7</u> [This section is intentionally blank.]

<u>8.8</u> Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

<u>8.9</u> Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

<u>8.10</u> Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

<u>8.11</u> No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

<u>8.12</u> If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

<u>8.14</u> The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

<u>8.15.1</u> The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and

financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

<u>8.16</u> [This section is intentionally blank.]

G. ENTIRE AGREEMENT

<u>8.17</u> This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

<u>8.19 through 8.20</u> [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

<u>8.22</u> All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

<u>8.23</u> The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- **<u>8.25.1</u>** The name, address, and telephone number of the protester;
- **<u>8.25.2</u>** The original signature of the protester or its representative (you must document the authority of the representative);
- **8.25.3** Identification of the solicitation by RFP number;
- **8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- **<u>8.25.5</u>** A precise statement of the relevant facts;
- **<u>8.25.6</u>** Identification of the issues to be resolved;
- **8.25.7** The aggrieved party's argument and supporting documentation;
- **8.25.8** The aggrieved party's statement of potential financial damages; and
- **<u>8.25.9</u>** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 <u>FORMS</u>

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A



PROPOSER QUESTIONNAIRE- General Business Information

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name:	_Questionnaire completed by:		
Please identify the person NJPA should correspond with from now through the Award process:			

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word[®] version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry.

- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company's expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 9) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (fulltime equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPAawarded contract into your sales process?

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 27) Describe any technological advances that your proposed products or services offer.
- 28) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

<u>Form B</u>



PROPOSER INFORMATION

Company Name:				
Address:				
Phone:	Fax:			
Toll-Free Number:				
Website Address:				
COMPANY PERSONNEL CONTACTS				
Authorized signer for your organization				

Name:			
	Phone:		
	ng authority to sign the "Proposer's Assurance of Compliance" on behal		
Who prepared your RFP response?			
Name:	Title:		
Email:			
Who is your company's primary contact perso			
Name:	Title:		
Email:	Phone:		
Other important contact information			
Name	Title		

	11tte	
Email:	Phone:	
Name:	Title:	
Email:	Phone:	

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

FORM D

Contract Award RFP #120716



Formal Offering of Proposal

(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name:	Date:		
Company Address:			
City:	State:	Zip:	
Contact Person:	Title:		
Authorized Signature:			
		(Name printed)	or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA <u>#120716</u>

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be ______, 20_____ and continue until-______ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:			
C C	NJPA Executi	ve Director	(Name printed or typed)
Awarded this day	of	, 20	NJPA Contract Number #120716
NJPA Authorized signature:	NJPA Board M		
	NJPA Board M	Iember	(Name printed or typed)
Executed this day of		, 20	NJPA Contract Number <u>#120716</u>
The Proposer hereby accepts	s this Contract award, includin	g all accepted ex	cceptions and NJPA clarifications.
Vendor Name			
Vendor Authorized signature	e:		
Title:			(Name printed or typed)
Executed this	day of	, 20	NJPA Contract Number <u>#120716</u>

<u>Form F</u>

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
- 4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
- 6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name:		
Address:		
City/State/Zip:		
Telephone Number:		
E-mail Address:		
Authorized Signature:		
Authorized Name (printed):		
Title:		
Date:		
Notarized		
Subscribed and sworn to before me this	day of	, 20
Notary Public in and for the County of		State of
My commission expires:		

Signature:

Form G



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

 Reviewed by:
 Its

_____Its_____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name:

Questionnaire completed by:

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
 - _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature:	Date	

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all		
	questions answered completely	X - signature page only	x
	Form B: Proposer Information		x
	Form C: Exceptions to Proposal, Terms,		
	Conditions, and Solutions Request	Х	x
	Form D: Formal Offering of Proposal	x	x
	Form E. Contract Acceptance and Award		x
	Form F: Proposers Assurance of Compliance	x	x
	Form P: Proposer Questionnaire with all		
	questions answered completely	X-signature page only	х
	Certificate of Insurance with \$1.5 million coverage	x	x
	Copy of all RFP Addendums issued by NJPA	x	x
	Pricing for all Products/Equipment/Services within the RFP being proposed		x
	Entire Proposal submittal including signed documents and forms.		x
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

	CHECK ALL	CHANC	JES THAT APPLY:
AWARDED VENDOR NAME:			Adding Products/Services vices
			Deleting Products/Services
			Price Increase
NJPA CONTRACT NUMBER:			Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes. *EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

🗆 No

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

 \Box Yes

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

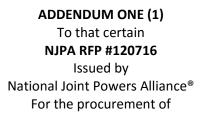


Appendix A

NJPA The National Joint Powers Alliance[®] (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml http://nces.ed.gov/globallocator/ https://harvester.census.gov/imls/search/index.asp http://nccsweb.urban.org/PubApps/search.php http://www.usa.gov/Government/Tribal-Sites/index.shtml http://www.usa.gov/Agencies/State-and-Territories.shtml http://www.nreca.coop/about-electric-cooperatives/member-directory/ Oregon Hawaii Washington



VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services Host: National Joint Powers Alliance Date and Time: Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00) Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00) Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00) Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00) Event number: 660 414 994 Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link: <u>https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627</u>

To join the audio conference only

US TOLL: +1-415-655-0001 Global call-in numbers: <u>https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0</u> Access code: 660 414 994

For assistance

You can contact National Joint Powers Alliance at: vidcon@njpacoop.org

https://www.webex.com

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.

COMPANY NAME:		
SIGNATURE:		
DATE:		
Please include this signed	d Addendum with your RFP response.	•



FORM E CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

Jeren Solut	Jeremy Schwartz
NJPA DIRECTOR OF COOPERATORE CONTRACTS	(NAME PRINTED OR TYPED)
AND PROCUREMENT/CPO SIGNATURE	
CSC	Chad Coauette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)
Awarded on January 16, 2017	NJPA Contract # 120716-NAF
Vendor Authorized Signatures:	
The Vendor hereby accepts this Contract aw	vard, including all accepted exceptions and amendments.
The Vendor hereby accepts this Contract aw	vard, including all accepted exceptions and amendments. Nat: Congl BCYO Steet Chart
The Vendor hereby accepts this Contract aw Vendor Name 72 Hoct LLC,	National Acto fleet Gral
The Vendor hereby accepts this Contract aw Vendor Name 72 Hoct 2LC,	National Acto fleet Gral
The Vendor hereby accepts this Contract aw	Naxional Acto fleet Gral



ΜΕΜΟ

- DATE: October 5, 2021
 - TO: Special District Selection Committee
- FROM: Erica Sanchez, Interim Executive Officer

SUBJECT: Instant Runoff Election of Regular Special District Representative to El Dorado LAFCO

Election of Special District Representative to LAFCO

Thank you for submitting nominations for the Special District Representative election.

At the time a minimum number of ballots are received to establish a quorum, in order to be selected as a LAFCO Representative, a nominee must receive more than fifty-percent (50%) of the submitted votes. If none of the candidates receive the necessary majority of votes, LAFCO will conduct an "instant runoff election" in the interest of avoiding the additional costs of a runoff election. An informational explanation describing this election process is included for your convenience.

Also enclosed with this memo you will find a ballot and a copy of each candidate's Statement of Qualifications received as of the date of this memo.

Please note that there is one regular (voting) seat up for election. Whomever receives the highest number of votes in this election will serve the remainder of the vacated fouryear term, from May 2019 to May 2023. Should Michael Saunders, who currently serves as the Alternate Special District Representative, be elected to the open regular seat, then the second highest vote getter becomes the new alternate special district member to LAFCO, to serve the remainder of the Alternate term through May 2023.

Please take the opportunity to fill out the ballot, ranking each nominee in the order of preference using "1" for your first preference, "2" for second, and so on. It is okay to vote for only one person; however, <u>ranking additional candidates will not help defeat your first-choice candidate.</u> Please do not mark the same number beside more than one candidate and do not skip numbers.

S:\Elections\2021 Special District Election #2\SDE Ballots\2021 Special District Election #2 Memo.docx

Special District Representative Election October 5, 2021 Page 2 of 2

The nominees are:

- 1) Michael Saunders
- 2) Monique Scobey
- 3) Tim White

Election Deadline

The voting period will be 56 days from October 5, 2021; all votes are due in writing on or before **5:00 pm** on **November 30, 2021**. Voting will cease on this date or whenever a quorum of special districts is reached, whichever occurs later. Please do not forget to have the presiding officer (Board President or Chair) of the board meeting in which you made your selection sign the returned ballot.

Signature on Returned Ballot

If the presiding officer is unable to vote, the legislative body of the district may designate another board member to cast the ballot in place of the presiding officer. Board members designated by their district board to vote in place of the presiding officer should provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members **may not** substitute their signature for the presiding officer's signature.

Additionally, if the presiding officer has changed since the last Special District Representative Election, please provide supporting documentation to LAFCO about the change so that LAFCO staff can update its records.

If any of these requirements are not met, the ballot will be considered invalid.

Thank you for your time and please feel free to contact me or any member of my staff at (530) 295-2707, if you have any questions.



INSTANT RUNOFF ELECTION PROCESS

Introduction

The following procedure implements the instant runoff voting method for determining the winner in a fictional "Central Division Director" election. A process, similar to the one explained below, will be utilized in determining the LAFCO Special District representative.

Ballot Specifications and Directions to Voters

A voting ballot shall allow a voter to rank candidates for the Central Division Director in order of choice. All candidates are listed on the ballot with one additional slot for a write-in candidate. The voter may include no more than one write-in candidate among his/her ranked choices. Directions provided to voters shall conform substantially to the following specifications:

Vote for candidates by indicating your first-choice candidate, your second-choice candidate and so on. Indicate your first choice by marking the number "1" beside a candidate's name, your second choice by marking the number "2" by that candidate's name, your third choice by marking the number "3," and so on, for as many choices as you wish. You are free to rank only one candidate, but ranking additional candidates cannot help defeat your first-choice candidate. Please do not mark the same number beside more than one candidate and do not skip numbers.

Ballot Counting

The ballots cast shall be tabulated and the result declared by the Central Division Election Coordinator after review by the Central Division Election Review Committee using the following procedure:

- The first choice marked on each ballot shall be counted. If any candidate receives a majority of the first choices, that candidate shall be declared elected.
- If no candidate receives a majority of first choices, the candidate who received the fewest first choices shall be eliminated and each vote cast for that candidate shall be transferred to the next-ranked candidate on that voter's ballot. If, after this transfer of votes, any candidate has a majority of the votes from the continuing ballots, that candidate shall be declared elected.
- If no candidate receives a majority of votes from the continuing ballots after a candidate has been eliminated and his/her votes have been transferred to the next-ranked candidate, the continuing candidate with the fewest votes from the

S:\Elections\2021 Special District Election #2\SDE Ballots\2021 Instant Runoff Election #2 Process Explained.docx

Instant Runoff Process Explanation Election of Special District Representative to LAFCO October 5, 2021 Page 2 of 2

continuing ballots shall be eliminated. All votes cast for that candidate shall be transferred to the next-ranked continuing candidate on each voter's ballot. This process of eliminating candidates and transferring their votes to the next-ranked continuing candidates shall be repeated until a candidate receives a majority of the votes from the continuing ballots. This candidate shall be declared elected.

Example:

There are three candidates: Smith, Jones and Marks. 60 ballots are submitted with the following results:

- Smith is ranked 1 by 25 voters
- Jones is ranked 1 by 20 voters
- Marks is ranked 1 by 15 voters.

In the first round no one receives a majority (31 votes). Thus, Marks is eliminated and those ballots that had Marks ranked 1 are reviewed for their second choice.

- Smith is ranked 2 on 10 of the of the 15 ballots
- Jones is ranked 2 on 3 of the 15 ballots.

Thus, Smith wins with 35 votes and Jones is second with 23 votes. (Note: In this example, only 13 votes were counted in round two because two of the Marks ballots only voted for first choices.)



ELECTION BALLOT

EL Dorado Hills CWD

Special District Representative to LAFCO **Regular Seats**

The election ends on November 30, 2021 at 5:00 p.m. or until a quorum of Special District ballots is received, whichever occurs later.

Rank the nominees in preferential order, "1" being the first preference, "2" being the second, and so on.

Name, District		Ranking			
Michael Saunders, Georgetown Divide Public Utility District		2	3	4	5
Monique Scobey, Cameron Park Community Services District		2	3	4	5
Tim White, El Dorado Hills County Water District (EDH Fire)		2	3	4	5
District has decided not to vote in this election (please circle \rightarrow)		0	VC	ЭΤ	E

SIGNATURE OF PRESIDING OFFICER (Original Signature Required):

Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot.

PRINTED NAME OF PRESIDING OFFICER (Required):

AGENDA ATTACHED (Optional): Yes No Email to: lafco@edlafco.us OR Mail to: El Dorado LAFCO 550 Main Street. Suite E Placerville, CA 95667

IMPORTANT

Please return this ballot with or without a vote. If you choose not to vote, the presiding officer's signature is still required.

S:\Elections\2021 Special District Election #2\SDE Ballots\SDE Ballots Emailed\2021 Special District Election #2 Ballot.docx

COMMISSIONERS Public Member: Michael Powell • Alternate Public Member: Vacant City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnboo Special District Members: Brian Veerkamp, Vacant • Alternate Special District Member: Michael Saunders STAFE

Erica Sanchez, Assistant Executive Officer • Malathy Subramanian, Commission Counsel



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
Special District	UNC I	Georgetown Divide
Member	Michael Saunder	S Public Utility District
SIGNATURE OF PRESID		1) Sanlas
	(0	Driginal Signature Required)
unless accompanied by Meeting	na Minutos dosianatina an al	signature invalidates this ballot, Iternate.
PRINTED NAME OF PRE	SIDING OFFICER: <u>M</u>	ichael Saunders
		(Required)
NAME OF NOMINATING	DISTRICT: Georgeton	n Divide Public Utility District
Nominatio	Dptional): Yes ע Resolution ns must be received by	
	5:00 p.m. on October 1,	
	<u>Return to:</u>	
	El Dorado LAFCO	
	550 Main Street, Suite	
	Placerville, CA 95667	7
	<u>lafco@edlafco.us</u>	
S:\Elections\2021 Special District Election #2\2021		ination Ballot.docx
City Members: County Members:	COMMISSIONERS fember: Michael Powell • Alternate Public Memb Cody Bass, Jackie Neau • Alternate City Memb John Hidahl, Wendy Thomas • Alternate Count s: Brian Veerkamp, Vacant • Alternate Special D STAFF	per: Patricia "Patty" Borelli y Member: George Tumboo
	Erico Soneboz, Interim Executive Office	ar .

Erica Sanchez, Interim Executive Officer Malathy Subramanian, Commission Counsel

Sep 28, 2021

My educational background includes a Bachelor of Science from Cornell University and a Doctor of Medicine from Howard University. I am the President of the Board of Directors for the Georgetown Divide Public Utility District (GDPUD) and currently serve as the Alternate Special District Representative on the El Dorado LAFCO.

My experience in governance and working on commissions also includes being Chair of various County Organizational groups, State committees, and being a member and active participant in State workgroups tasked with providing a framework, guidelines, and recommendations for the legislative changes to enact the Water Conservation Bill. I continue to be an advocate for our Rural and Mountain Counties to the State. I bring my skills in the interaction needed between governance, local agencies, and the public.

I have served on the El Dorado LAFCO Commission since 2019. My committee work includes Ad hoc Budget Committee, Small Water District MSR Review Committee, Executive Officer Recruitment Committee. If elected, I look forward to continuing to serve the County by evaluating and promoting the efficient provision of services within the County and to help protect and maintain agricultural and open space lands.

I bring my commitment to share my experiences of Special Districts and governance and will remain to be a resource to our Special District members, the community, and the public if chosen to be a Special District Commissioner.

Thank you,

Michael Saunders, MD President, Board of Directors Georgetown Divide Public Utility District

Alternate Commissioner, Special District Member El Dorado LAFCO



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
	Manaue Grabert	Conevon Park Communi
Board of Directors	munique scopey	Services District
SIGNATURE OF PRESID		iginal Signature Required)
lote: Presiding Officer is the (Inless accompanied by Meetin	g Minutes designating an alte	rnate.
PRINTED NAME OF PRE		(Required)
NAME OF NOMINATING	DISTRICT: Caneron	
MINUTES ATTACHED (0) approved minut	tes available	October 20, 20 21
••••••••••••••••••	:00 p.m. on October 1, 2	_
	<u>Return to:</u>	
	El Dorado LAFCO 550 Main Street, Suite E Placerville, CA 95667	
	<u>lafco@edlafco.us</u>	
Elections\2021 Special District Election #2\2021 S	DE Nomination_Ballot\2021 Aug 27 SDE Nominat COMMISSIONERS ember: Michael Powell • Alternate Public Member:	

Public Member: Michael Powell • Alternate Public Member: Holly Morrison City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Turnboo Special District Members: Brian Veerkamp, Vacant • Alternate Special District Member: Michael Saunders STAFF Erica Sanchez, Interim Executive Officer

Erica Sanchez, Interim Executive Officer Malathy Subramanian, Commission Counsel

Statement of Qualifications MONIQUE SCOBEY El Dorado LAFCO March 2021

My name is Monique Scobey and I am currently serving on the Board of Directors for the Cameron Park Community Services District. Our District provides several public services: fire and emergency response, parks, recreation, CC&R compliance, waste collection/recycling, and lighting/landscape districts. Overseeing these services has provided me with an understanding of the variety of requirements and responsibilities of our communities, as well as how Special Districts and local government function. I have served on all four of the District's Standing Committees and have completed my 18 month term for President of the Board in Dec 2020. The Board of Supervisors recently appointed me as an Alternate to the County El Dorado Sold Waste Advisory Committee.

In 2019, with the support of the Board of Directors, the District achieved our Transparency Certificate. In 2020, I completed the Special District Leadership Foundation – Leadership Academy that provides the knowledge base to perform essential governance responsibilities. This mixture of experiences will assist me in serving as knowledgeable LAFCO member.

I have lived in El Dorado County for over 25 years, raising our three children in Cameron Park and operating a small software consulting business. I served on sport club boards and as an ambassador at the Shingle Springs/Cameron Park Chamber of Commerce. I currently work part-time in real estate and am recently retired, and my husband and I plan on remaining here, in our community, so I am personally invested in how our County evolves.

I enjoy engaging with others, hearing and incorporating others views, finding common ground and collaborating on a clear path forward. Agencies work better when all stakeholders are involved to help define solutions. I look forward to working on this committee and keeping our county and communities a desirable place to live, work and visit.

My education includes a Master's Degree in Aerospace Engineering from USC and a Bachelor of Science Degree in Mechanical and Aeronautical Engineering from UC Davis.



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District
EDHFD BOARD	Timothy White	El Dorado Hills County Water Ojstrict
SIGNATURE OF PRESID		ginal Signature Required)
Note: Presiding Officer is the unless accompanied by Meetin	ng Minutes designating an alter	rnate.
PRINTED NAME OF PRE		nothy White (Required)
NAME OF NOMINATING	DISTRICT: El Dorado I	tills County Water District
MINUTES ATTACHED (O	ptional): Yes I	No 🗖
Nomination	ns must be received by l	AFCO before
<u>5</u>	:00 p.m. on October 1, 2	2021
	Return to:	
	El Dorado LAFCO 550 Main Street, Suite E Placerville, CA 95667	
	lafco@edlafco.us	
City Members:	DE Nomination_Ballot\2021 Aug 27 SDE Nominat COMMISSIONERS ember: Michael Powell • Alternate Public Member: Cody Bass, Jackie Neau • Alternate City Member: John Hidahl, Wendy Thomas • Alternate County M	Holly Morrison Patricia "Patty" Borelli

Special District Members: Brian Veerkamp, Vacant • Alternate Special District Member: Michael Saunders STAFF

Erica Sanchez, Interim Executive Officer Malathy Subramanian, Commission Counsel



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District		
EDHFD Board President	Tin White	El Dorado Hills Fire Department		
SIGNATURE OF PRESIDING OFFICER:(Original Signature Required)				
Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.				
PRINTED NAME OF PRE	SIDING OFFICER: <u>Ma</u>	ITHEN B. Koht (Required)		
NAME OF NOMINATING	DISTRICT: Rescue Fire	Protection District		
MINUTES ATTACHED (C	Optional): Yes Draft Minutes	No 🗆		
Nomination	ns must be received by	LAFCO before		
5	5:00 p.m. on October 1, 2	2021		
	<u>Return to:</u>			
El Dorado LAFCO 550 Main Street, Suite E Placerville, CA 95667				
<u>lafco@edlafco.us</u>				
S:\Elections\2021 Special District Election #2\2021 SDE Nomination_Ballot\2021 Aug 27 SDE Nomination Ballot.docx COMMISSIONERS Public Member: Michael Powell • Alternate Public Member: Holly Morrison				
City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Tumboo Special District Members: Brian Veerkamp, Vacant • Alternate Special District Member: Michael Saunders				

STAFF Erica Sanchez, Interim Executive Officer Malathy Subramanian, Commission Counsel



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCO

Position	Nominee's Name	Originating District								
Seat 2	Tim White	EDH Fire								
SIGNATURE OF PRESID		ginal Signature Required)								
Note: Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.										
PRINTED NAME OF PRESIDING OFFICER: <u>Noelle</u> Mattock Board President (Required)										
NAME OF NOMINATING DISTRICT: EI Dorado Hills CSD										
MINUTES ATTACHED (O	ptional): Yes 🗹	No 🗆								
	ns must be received by l :00 p.m. on October 1, 2									
-	<u>Return to:</u>									
El Dorado LAFCO 550 Main Street, Suite E Placerville, CA 95667										
S:\Elections\2021 Special District Election #2\2021 S	DE Nomination_Ballot\2021 Aug 27 SDE Nomination_Ballot\2021 Aug 2021	on Ballot.docx								

COMMISSIONERS Public Member: Michael Powell • Alternate Public Member: Holly Morrison City Members: Cody Bass, Jackie Neau • Alternate City Member: Patricia "Patty" Borelli County Members: John Hidahl, Wendy Thomas • Alternate County Member: George Tumboo Special District Members: Brian Veerkamp, Vacant • Alternate Special District Member: Michael Saunders STAFF Erica Sanchez, Interim Executive Officer Malathy Subramanian, Commission Counsel

Timothy J. White

Nominee, El Dorado County Special District Representative

El Dorado County LAFCO

Statement of Qualifications

I am currently the Board President of the El Dorado Hills County Water District, commonly known as the El Dorado Hills Fire Department (EDHFD), and have been nominated by my fellow directors at EDHFD, as well as the Board of Directors of the Rescue Fire Protection District and the El Dorado Hills Community Services District, to run for the open Special District seat on LAFCO.

My qualifications and background information are as follows:

- EDHFD Board of Directors- December 2018-present. President 2021, Vice-president 2020. Have served, or are serving on, the following Board Committees Finance, Strategic Planning, and Joint Powers Authority. In addition, I am one of the Fire Board directors on the El Dorado Hills Incorporation Executive Working Group organized by the El Dorado Hills Community Services District.
- El Dorado Hills Area Planning Advisory Committee ("APAC") voting member- 2015-present. Vice Chair-2018-present. Chair-2016 and 2017. APAC is a volunteer group of residents that review proposed residential and commercial developments in the El Dorado Hills area, and provides comments and written reports addressing resident concerns on the proposed projects to the El Dorado County Planning Commission and the El Dorado County Board of Supervisors.
- El Dorado County Master Gardener since 2016.
- I am a native Californian, a graduate of the University of San Francisco and of the University of Los Angeles School of Law, and practiced law for 30 years concentrating in business-financial law, with an emphasis in international transactions.

I have the time, interest, and ability to serve as an effective LAFCO Commissioner. I listen to others, respect differing opinions and will work collaboratively with everyone to ensure our common goal of El Dorado County being a desirable place to live.

I will represent the Special Districts in El Dorado County by making sure that they have a voice in the LAFCO process- that their various unique and specific interests are heard.

El Dorado Hills Fire Department Public Salary Schedule 10/5/2021



CLASSIFICATION		STEPS															
			1		2		3		4		5		6		7		8
ACCOUNTING SPECIALIST/ BOARD CLERK	Hourly	\$	31.26	\$	32.83	\$	34.45	\$	36.19	\$	37.99						
	Monthly	\$	5,419	\$	5,690	\$	5,972	\$	6,273	\$	6,586						
ADMIN. ASST. I	Hourly	\$	24.89	\$	26.14	\$	27.43	\$	28.81	\$	30.25						
	Monthly	\$	4,314	\$	4,530	\$	4,755	\$	4,994	\$	5,244						
ADMIN. ASST. II	Hourly	\$	29.77	\$	31.26	\$	32.81	\$	34.47	\$	36.18						
	Monthly	\$	5,161	\$	5,419	\$	5,687	\$	5,974	\$	6,272						
BATTALION CHIEF (LINE)	Hourly	\$	45.94	\$	48.02	\$	50.20	\$	52.48	\$	54.88						
	Monthly	\$	11,149	\$	11,652	\$	12,181	\$	12,736	\$	13,317						
CAPTAIN	Hourly	\$	36.15	\$	37.96	\$	39.86	\$	41.85	\$	43.94						
	Monthly	\$	8,772	\$	9,211		9,672		10,155		10,663						
CAPTAIN/ PARAMEDIC	Hourly	\$	37.59	\$	39.47		41.44		43.51		45.69						
	Monthly	\$	9,122		9,578		10,057		10,560		11,087						
COMMUNITY RISK REDUCTION SPECIALIST	Hourly	\$			31.26		32.81		34.47		36.18						
	Monthly	\$	5,161	\$	5,419	\$	5,687	\$	5,974	\$	6,272						
DEFENSIBLE SPACE INSPECTOR (TEMP/LIMITED TERM)	Hourly	\$	20.00														
	Monthly		N/A														
DEPUTY CHIEF	Hourly	\$	83.83	\$	87.71		91.78		96.05		100.54						
	Monthly	\$	14,530	\$	15,203		15,908		16,649		17,427						
DIRECTOR OF FINANCE	Hourly	\$	72.65	\$	75.97		79.45		83.11		86.19						
	Monthly	\$	12,593		13,168		13,772		14,406		14,939						
DIRECTOR OF HUMAN RESOURCES	Hourly	\$	72.65	\$	75.97		79.45		83.11		86.19						
	Monthly	\$	12,593	\$	13,168		13,772		14,406		14,939						
ENGINEER	Hourly	\$	31.52		33.10		34.75		36.49		38.32						
	Monthly	\$	7,648		8,030		8,433		8,854		9,296						
ENGINEER/ PARAMEDIC	Hourly	\$	33.11		34.77		36.50		38.33		40.25						
	Monthly	\$	8,034	\$	8,436	\$	8,858	\$	9,301	\$	9,765						
FIRE CHIEF	Hourly	•	N/A														
	Monthly	\$	18,979	•	07.07	•	00 50	•	44.50	•	10.04						
FIRE EQUIPMENT MECHANIC	Hourly	\$	35.87		37.67		39.56		41.53		43.61						
	Monthly	\$	6,218		6,530		6,856		7,199		7,558	¢	22.04	¢	24.00	¢	26.40
FIREFIGHTER/ PARAMEDIC	Hourly	\$	25.88		27.18		28.53		29.96		31.46		33.04		34.69		36.42
	Monthly	\$	6,280		6,595		6,925		7,271		7,634	\$	8,016	Ъ	8,417	\$	8,838
FIRE MARSHAL/ DIVISION CHIEF	Hourly	\$	58.21		60.81		63.53		66.40		69.40						
	Monthly	\$ ¢	10,090		10,540		11,011		11,509		12,029						
FIRE PREVENTION INSPECTOR I	Hourly	\$ ¢	33.26 5.764		34.92 6.053		36.66		38.50		40.42						
FIRE PREVENTION INSPECTOR II	Monthly Hourly	\$ ¢	5,764 39.14		6,053 41.09		6,355 43.15		6,674		7,007 47.58						
	Monthly	\$ ¢	6,784		7,123		43.15 7,479		45.31 7,853		47.58 8,247						
FIRE PREVENTION SPECIALIST	Hourly	\$ ¢	45.20		47.46		49.83		52.32		0,247 54.94						
		\$ ¢	7,835		8,226		8,638		9,069		9,522						
	Monthly	\$	1,000	φ	0,220	φ	0,030	φ	9,009	φ	9,522						

EL DORADO HILLS FIRE DEPARTMENT

RESCUE ANNEXATION 10-YEAR FINANCIAL ANALYSIS

July 1, 2022- June 30, 2032

SCENARIO 1: RESCUE FPD WAGE RATES

ITEM		2022/23	<u>2023/24</u>	2024/25	2025/26	<u>2026/27</u>	<u>2027/28</u>	2028/29	<u>2029/30</u>	<u>2030/31</u>	<u>2031/32</u>
Labor											
Station 83 Dedicated Labor	\$	1,698,065 \$	1,800,938 \$	1,914,889 \$	2,037,099 \$	2,172,105 \$	2,324,463 \$	2,520,553 \$	2,668,595 \$	2,773,877 \$	2,845,263
Subtot	al-Labor	1,698,065	1,800,938	1,914,889	2,037,099	2,172,105	2,324,463	2,520,553	2,668,595	2,773,877	2,845,263
Operating Costs											
Station 83 Dispatch Services		7,388	7,573	7,762	7,956	8,155	8,359	8,568	8,782	9,002	9,227
Station 83 Station Maintenance		58,008	59,458	60,945	62,468	64,030	65,631	67,271	68,953	70,677	72,444
Station 83 Apparatus Maintenance/Fuel		76,000	77,900	79,848	81,844	83,890	85,987	88,137	90,340	92,599	94,914
Station 83 Services and Supplies		2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
Station 83 Support Equipment & Costs		82,808	72,886	74,708	76,576	78,490	80,452	82,463	84,525	86,638	88,804
Station 83 Personnel Training		9,000	9,225	9,456	9,692	9,934	10,183	10,437	10,698	10,966	11,240
Subtotal- Operat	ting Costs	235,404	229,297	235,029	240,905	246,927	253,101	259,428	265,914	272,562	279,376
SUBTOTAL LABOR & OPERATING COST		1,933,469	2,030,234	2,149,918	2,278,004	2,419,033	2,577,564	2,779,981	2,934,508	3,046,438	3,124,639
		2,000,100	_,,			_,,		_,,,,,,,,	_,	0,010,100	0,11,000
Other Costs											
Station 83 Initial Capital Investment		20,000	-		-	-	-	-	-	-	-
Station 83 Capital Replacement Allowance		122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869
Rescue FPD Existing Retiree Health Pay-Go		94,687	98,474	102,413	106,510	110,770	115,201	119,809	124,602	129,586	134,769
Rescue FPD Penion UAL Required Lump Sum Payment		171,840	182,493	193,450	199,247	204,521	209,944	215,511	221,231	227,113	233,155
Subtotal- Otl	her Costs	409,396	403,837	418,733	428,626	438,161	448,015	458,190	468,702	479,568	490,793
TOTAL COST	\$	2,342,865 \$	2,434,071 \$	2,568,651 \$	2,706,630 \$	2,857,193 \$	3,025,578 \$	3,238,171 \$	3,403,210 \$	3,526,006 \$	3,615,432
TOTAL REVENUES	Ś	1,835,070 \$	2,092,513 \$	2,232,083 \$	2,307,990 \$	2,386,478 \$	2,467,636 \$	2,551,554 \$	2,638,326 \$	2,728,048 \$	2,820,822
EL DORADO COUNTY CONTRIBUTION	ş	500,000 \$	300,000 \$	300,000 \$	300,000 \$	400,000 \$	500,000 \$	200,000 \$	- \$	- \$	2,820,822
	<u>_</u>	500,000 \$	300,000 \$	300,000 \$	300,000 9	400,000 \$	500,000 \$	200,000 9	ر -	y	
BUDGET DEFICIT	\$	(7,794) \$	(41,558) \$	(36,568) \$	(98,640) \$	(70,715) \$	(57,942) \$	(486,617) \$	(764,885) \$	(797,958) \$	(794,610)
		9.5%	14.0%	6.7%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%



EL DORADO HILLS FIRE DEPARTMENT

RESCUE ANNEXATION 10-YEAR FINANCIAL ANALYSIS

July 1, 2022- June 30, 2032

SCENARIO 2: STEP 1 EDH FIRE WAGE SCENARIO

-										
ITEM	2022/23	<u>2023/24</u>	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	<u>2030/31</u>	<u>2031/32</u>
<u>Labor</u>										
Station 83 Dedicated Labor	5 1,897,962 \$	2,017,836 \$	2,187,406 \$	2,312,634 \$	2,456,056 \$	2,518,058 \$	2,626,042 \$	2,697,148 \$	2,773,877 \$	2,845,263
Subtotal- Labor	1,897,962	2,017,836	2,187,406	2,312,634	2,456,056	2,518,058	2,626,042	2,697,148	2,773,877	2,845,263
Operating Costs										
Station 83 Dispatch Services	7,388	7,573	7,762	7,956	8,155	8,359	8,568	8,782	9,002	9,227
Station 83 Station Maintenance	58,008	59,458	60,945	62,468	64,030	65,631	67,271	68,953	70,677	72,444
Station 83 Apparatus Maintenance/Fuel	76,000	77,900	79,848	81,844	83,890	85,987	88,137	90,340	92,599	94,914
Station 83 Services and Supplies	2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
Station 83 Support Equipment & Costs	82,808	72,886	74,708	76,576	78,490	80,452	82,463	84,525	86,638	88,804
Station 83 Personnel Training	9,000	9,225	9,456	9,692	9,934	10,183	10,437	10,698	10,966	11,240
Subtotal- Operating Costs	235,404	229,297	235,029	240,905	246,927	253,101	259,428	265,914	272,562	279,376
SUBTOTAL LABOR & OPERATING COST	2,133,366	2,247,133	2,422,435	2,553,538	2,702,984	2,771,158	2,885,470	2,963,062	3,046,438	3,124,639
Other Costs	20.000									
Station 83 Initial Capital Investment	20,000	-	-	-	-	-	-	-	-	-
Station 83 Capital Replacement Allowance Rescue FPD Existing Retiree Health Pay-Go	122,869 94,687	122,869 98,474	122,869 102,413	122,869 106,510	122,869 110,770	122,869 115,201	122,869 119,809	122,869 124,602	122,869 129,586	122,869 134,769
Rescue FPD Penion UAL Required Lump Sum Payment	94,687 171,840	182,493	,	199,247	-	209,944	,	221,231	227,113	,
	,	-	193,450	-	204,521		215,511	-	-	233,155
Subtotal- Other Costs	409,396	403,837	418,733	428,626	438,161	448,015	458,190	468,702	479,568	490,793
TOTAL COST	2,542,762 \$	2,650,970 \$	2,841,168 \$	2,982,165 \$	3,141,145 \$	3,219,173 \$	3,343,659 \$	3,431,764 \$	3,526,006 \$	3,615,432
TOTAL REVENUES	1,835,070 \$	2,092,513 \$	2,232,083 \$	2,307,990 \$	2,386,478 \$	2,467,636 \$	2,551,554 \$	2,638,326 \$	2,728,048 \$	2,820,822
EL DORADO COUNTY CONTRIBUTION	500,000 \$	500,000 \$	500,000 \$	500,000 \$	500,000	· · ·	· · ·		·	
BUDGET DEFICIT	(207,692) \$	(58,456) \$	(109,085) \$	(174,175) \$	(254,666) \$	(751,537) \$	(792,105) \$	(793,438) \$	(797,958) \$	(794,610)
	9.5%	14.0%	6.7%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
	9.5%	14.0%	0.7%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%

EL DORADO HILLS FIRE DEPARTMENT

RESCUE ANNEXATION 10-YEAR FINANCIAL ANALYSIS

July 1, 2022- June 30, 2032

SCENARIO 3: STEP 4 EDH FIRE WAGE

ITEM	2022/23	2023/24	2024/25	2025/26	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>	<u>2030/31</u>	<u>2031/32</u>
Labor										
Station 83 Dedicated Labor \$	2,091,009 \$	2,225,290 \$	2,309,208 \$	2,397,102 \$	2,493,632 \$	2,557,252 \$	2,629,760 \$	2,697,148 \$	2,773,877 \$	2,845,263
Subtotal- Labor	2,091,009	2,225,290	2,309,208	2,397,102	2,493,632	2,557,252	2,629,760	2,697,148	2,773,877	2,845,263
Operating Costs										
Station 83 Dispatch Services	7,388	7,573	7,762	7,956	8,155	8,359	8,568	8,782	9,002	9,227
Station 83 Station Maintenance	58,008	59,458	60,945	62,468	64,030	65,631	67,271	68,953	70,677	72,444
Station 83 Apparatus Maintenance/Fuel	76,000	77,900	79,848	81,844	83,890	85,987	88,137	90,340	92,599	94,914
Station 83 Services and Supplies	2,200	2,255	2,311	2,369	2,428	2,489	2,551	2,615	2,680	2,747
Station 83 Support Equipment & Costs	82,808	72,886	74,708	76,576	78,490	80,452	82,463	84,525	86,638	88,804
Station 83 Personnel Training	9,000	9,225	9,456	9,692	9,934	10,183	10,437	10,698	10,966	11,240
Subtotal- Operating Costs	235,404	229,297	235,029	240,905	246,927	253,101	259,428	265,914	272,562	279,376
SUBTOTAL LABOR & OPERATING COST	2,326,413	2,454,587	2,544,237	2,638,006	2,740,560	2,810,352	2,889,188	2,963,062	3,046,438	3,124,639
Other Costs										
Station 83 Initial Capital Investment	20,000			· · ·	-	-	-	-	-	-
Station 83 Capital Replacement Allowance	122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869	122,869
Rescue FPD Existing Retiree Health Pay-Go	94,687	98,474	102,413	106,510	110,770	115,201	119,809	124,602	129,586	134,769
Rescue FPD Penion UAL Required Lump Sum Payment	171,840	182,493	193,450	199,247	204,521	209,944	215,511	221,231	227,113	233,155
Subtotal- Other Costs	409,396	403,837	418,733	428,626	438,161	448,015	458,190	468,702	479,568	490,793
TOTAL COST \$	2,735,809 \$	2,858,424 \$	2,962,970 \$	3,066,633 \$	3,178,721 \$	3,258,367 \$	3,347,377 \$	3,431,764 \$	3,526,006 \$	3,615,432
TOTAL REVENUES Ś	1,835,070 \$	2,092,513 \$	2,232,083 \$	2,307,990 \$	2,386,478 \$	2,467,636 \$	2,551,554 \$	2,638,326 \$	2,728,048 \$	2,820,822
EL DORADO COUNTY CONTRIBUTION \$	500,000 \$	500,000 \$	500,000 \$	500,000 \$	500,000			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , ,	, , -
BUDGET DEFICIT	(400,739) \$	(265,910) \$	(230,887) \$	(258,643) \$	(292,242) \$	(790,731) \$	(795,823) \$	(793,438) \$	(797,958) \$	(794,610)
	9.5%	14.0%	6.7%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%



El Dorado Community

September 8, 2021

Chief Maurice Johnson El Dorado Hills Fire Station 1050 Wilson Blvd. El Dorado Hills, CA 95762

Dear Friends,

This letter is written in acknowledgement and thanks for your "In Kind" gift valued at \$1,000 donated to the Buy A Day Golf Tournament fund raiser. Your donations were in support of the El Dorado Hills Endowment Fund at the El Dorado Community Foundation. Funds raised at this event will benefit the charitable goals of the fund.

We are grateful for your donation of: El Dorado Hills Fire Station Tour

Thank you for your generosity.

With Kindest Regards,

Lois Roberts Donor Services (530) 622-5621, Ext 3

*In compliance with Internal Revenue requirements, we are providing you with our tax identification number: 68-0255556. It should be noted that El Dorado Community Foundation has exclusive legal control over this contribution and that you did not receive any goods or services in exchange for your contribution.

El Dorado Community Foundation I P.O. Box 1388 | 312 Main Street, Suite 201 | Placerville CA 95667 530.622.5621 | <u>www.eldoradocf.org</u> Confirmed in Compliance with National Standards for U.S. Community Foundations For those who have difficulty interpreting my hen-scratching hand-written note:

El Dorado Hills Fire Dept. - EMS Team:

Just a thank you in appreciation for your "911" assistance in my recent "I've fallen, and I can't get up" incident on Friday, Sept. 24; professional, respectful, friendly and compassionate service with a caring attitude for both my physical and mental well-being; much appreciated. Like members of law enforcement, the Fire Dept. and EMS members rarely receive the accolades and appreciation for the services they provide the community on a daily basis; and, like law enforcement, you, too, are the "unsung" heroes behind the community that you serve. Know that you are much appreciated, especially by those who have benefitted from your professional and compassionate service, but also the entire community who normally only get to appreciate your service under dire, and stressful, circumstances.

Sooo... as one of those appreciative but "unsung" community members – thank you for your service and God bless the team and the families that support you.

Sincerely,

William