

FIVE CITIES FIRE AUTHORITY

Keith Storton, Chair
Jeff Lee, Vice Chair
Karen White, Board Member



Stephen C. Lieberman, Executive Officer
Tricia Meyers, Clerk to the Board
David P. Hale, General Counsel

AGENDA BOARD MEETING FRIDAY, FEBRUARY 19, 2021-10:00 A.M.

In the interest of the Governor's Executive Order N-25-20, members of the Board or staff will participate in this meeting via teleconference. Members of the public may listen to the meeting and provide public comment via telephone by calling 1(833)611-0393. Members of the public may also participate in the meeting electronically by submitting public comments to the Clerk to the Board at tmeyers@fivecitiesfire.org no later than the meeting start time of 10:00 A.M. Emailed comments will be received directly by the Clerk and will be read out loud during the meeting. Public comment is subject to the customary 3-minute time limit.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

AGENDA REVIEW:

At this time the Board will review the order of business to be conducted and receive requests for, or make announcements regarding any change(s) in the order of the day. The Board should, by motion, approve the agenda as presented or as revised.

APPROVAL OF MINUTES:

1. **Consideration of Approval of Minutes (MEYERS)**
Recommended Action: Approve the minutes of the Board Meeting of January 15, 2021.

COMMUNITY COMMENTS AND SUGGESTIONS:

This public comment period is an invitation to members of the community to present issues, thoughts, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the Board. The Brown Act restricts the Board

BOARD MEETING AGENDA – FEBRUARY 19, 2021
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from taking formal action on matters not published on the agenda. In response to your comments, the Chair or Vice Chair may:

- Direct Authority staff to assist or coordinate with you.
- A Board Member may state a desire to meet with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

CONSENT AGENDA:

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member, the Fire Chief or General Counsel may request that any item be pulled from the Consent Agenda to permit discussion or change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

1. Consideration of Cash Disbursement Activity(LIEBERMAN)

Recommended Action: Receive and file the listing of cash disbursements for the period of January 1, 2021 through January 31, 2021.

CONTINUED BUSINESS:

None.

NEW BUSINESS:

a. Consideration of Authorization to Execute Agreements for Reimbursement of Costs Associated with COVID-19 Vaccination Efforts(LIEBERMAN)

Recommended Action: Authorize the Fire Chief to execute the agreement and any ancillary agreements to enable reimbursement of the FCFA's costs associated with the COVID-19 vaccine efforts required by FEMA or OES.

**b. Consideration of a Purchasing Policy for the Five Cities Fire Authority
(LIEBERMAN/HALE)**

Recommended Action: Approve the Purchasing Policy for the use of the Authority to acquire equipment, goods and services.

BOARD MEMBER ITEMS:

The following item(s) are placed on the agenda by a Board Member who would like to receive feedback, obtain consensus to direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken.

None.

FIRE CHIEF ITEMS:

The following item(s) are placed on the agenda by the Fire Chief in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

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a. Fire Chief Updates

GENERAL COUNSEL ITEMS:

The following item(s) are placed on the agenda by the General Counsel in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

None.

BOARD COMMUNICATIONS:

Correspondence/Comments as presented by the Board.

CLOSED SESSION:

None.

ADJOURNMENT

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the Clerk to the Board's office, 140 Traffic Way, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Clerk to the Board's office at 805-473-5490 as soon as possible and at least 48 hours prior to the meeting date.

Any documentation or materials to be submitted by the General Public for consideration by the Board shall be submitted to the Clerk to the Board by email at tmeyers@fivecitiesfire.org, no later than 24 hours prior to the above scheduled time for the Five Cities Fire Authority Board meeting. Failure to submit documents or any materials at least 24 hours prior to the scheduled time for the Board meeting shall be grounds for the Board to reject consideration or review of those items unless otherwise required by state or local laws.

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This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agendas are posted at the Arroyo Grande City Hall, 300 E. Branch Street, Arroyo Grande, Headquarters ~ Station 1, 140 Traffic Way, Arroyo Grande, the Grover Beach City Hall, 154 S. 8th Street, Grover Beach, Station 2, 701 Rockaway Avenue, Grover Beach, and Oceano Community Services District, 1655 Front Street, Oceano.

Agenda reports can be accessed and downloaded from the Five Cities Fire Authority Website at www.fivecitiesfireauthority.org.

MINUTES

**FIVE CITIES FIRE AUTHORITY
BOARD MEETING
FRIDAY, JANUARY 15, 2021**

Due to the County of San Luis Obispo's Executive Order to shelter at home and Pursuant to the Governor's Executive Order N-25-20, members of the Board and staff participated in this meeting via teleconference. Members of the public were invited to participate in the meeting by listening in and could comment electronically by submitting public comments to the Clerk to the Board at tmeyers@fivecitiesfire.org.

CALL TO ORDER:

Board Member White called the Five Cities Fire Authority (FCFA) Board meeting to order at 10:00 a.m.

FLAG SALUTE:

Chair Storton led the Flag Salute.

ROLL CALL:

FCFA Board: Board Member Karen White, Board Member Keith Storton and Board Member Jeff Lee.

FCFA Staff Present: Fire Chief Stephen Lieberman, General Counsel Dave Hale and Clerk to the Board Tricia Meyers.

ROTATION OF OFFICERS

The yearly rotation of officers took place. Keith Storton is the Board Chair, Board Member Jeff Lee moved to Vice Chair, and Karen White is in the position of Board Member.

AGENDA REVIEW:

Action: Vice Chair Lee moved, Board Member White seconded, and the motion passed unanimously to approve the Five Cities Fire Authority's Agenda by a voice vote.

AYES: Lee, White, Storton

NOES: None

ABSENT: None

ABSTAIN: None

APPROVAL OF MINUTES:

Consideration of Approval of Minutes

Action: Approved the minutes of the Board Meeting on December 18, 2020 with a voice vote.

AYES: White, Lee, Storton

NOES: None

ABSENT: None

ABSTAIN: None

COMMUNITY COMMENTS AND SUGGESTIONS:

None.

CONSENT AGENDA:

1. Consideration of Cash Disbursement Activity.

Action: Received and filed the listing of cash disbursements for the period of December 1, 2020 through December 31, 2020.

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS:

None.

CONTINUED BUSINESS:

None.

NEW BUSINESS:

- a. Consideration of a Resolution Declaring a 2015 Ford Explorer as Surplus.** Chief Lieberman presented the staff report to the Board requesting approval of a resolution to declare a 2015 Ford Explorer command vehicle as surplus. This vehicle was purchased using grant funding from Fireman's Insurance Fund. Chief Lieberman explained that the limited size of this vehicle is becoming a challenge. It is not four-wheel drive and it can't accommodate the increasing amount of equipment required in the vehicle. If approved to be sold, the proceeds will be used to purchase a more suitable command vehicle next fiscal year. No public comment received.

Action: Vice Chair Lee moved, and Board Member White seconded the motion to adopt a resolution declaring a Ford Explorer command vehicle as surplus property and delegate the Fire Chief to have the authority to facilitate the sale of the vehicle.

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

BOARD MEMBER ITEMS:

None.

GENERAL COUNSEL ITEMS:

None.

FIRE CHIEF ITEMS:

- a. Chief Lieberman shared that the incident management team for SLO County has been activated to focus on points of distribution sites for the COVID-19 vaccine. The team has concluded that they are prepared to vaccinate 15,000 people per week in the county. However, this number will depend on the availability of the vaccine itself. There are three vaccination sites at this time. Chief Lieberman is tracking the costs of Five Cities Fire Authority staff that works at the distribution sites for reimbursement. Board members thanked the Chief for his work on the incident management team.
- b. Staff will begin preparing for Fiscal Year 21/22 budget. Chief Lieberman explained that budget item requests will need to be prioritized within the terms of the Memorandum of Agreement. Replacing gas monitors is one of the needs next fiscal year.

BOARD COMMUNICATIONS:

All Board members reported that they will continue to be the representative on the Five Cities Fire Authority Board this year for their jurisdiction. Board Member White stated that Oceano Community Services District is working on approving a resolution to restrict fireworks use in Oceano to July 4th only.

CLOSED SESSION:

The Board adjourned to a Closed Session at 10:28 a.m. concerning the following items:

- a. Public Employee Performance Evaluation, Gov. Code Section 54957
Position: Fire Chief/Executive Officer
- b. Public Employee Performance Evaluation, Gov. Code Section 54957
Position: General Counsel

RECONVENE TO OPEN SESSION:

Chair Storton called the meeting back to order at 11:02 a.m. General Counsel Hale reported that there was a performance evaluation of the Fire Chief and General Counsel. The Board unanimously voted to approve a 3% raise for the Fire Chief, moving his base salary from \$155,652 to \$160,322. General Counsel Hale also reported that the Board unanimously approved an hourly increase for the General Counsel to a rate of \$185.00/hour for transactional work and \$200/hour for litigation.

ADJOURNMENT:

Chair Storton adjourned the meeting at 11:02 a.m. The next Board meeting is scheduled for February 19, 2021, at 10:00 a.m. via teleconference.

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** February 19, 2021

FROM: Stephen C. Lieberman, Fire Chief
Margaret Conway-Pearson, City of Arroyo Grande Interim Accounting Manager

SUBJECT: Consideration of Cash Disbursement Ratification

RECOMMENDATION

It is recommended that the Five Cities Fire Authority (FCFA) Board of Directors review, receive and accept the attached listing of cash disbursements for the period January 1 through January 31, 2021.

BACKGROUND

The FCFA JPA agreement identifies the City of Arroyo Grande as the agency providing financial services to the fire department. The City processes payroll and accounts payable on behalf of the FCFA. Historically, the City has processed FCFA payroll on City checks (using a City bank account). The City recovers 100% of these payroll costs along with related staff time. FCFA staff is working with the City to determine if payroll can be processed utilizing FCFA checks/bank account.

Cash disbursements are made weekly based on the submission of all required documentation and supporting invoices for costs incurred/services rendered. The Fire Chief reviews all disbursement documents before they are submitted to the City for processing.

FISCAL IMPACT

There is a \$631,369.03 fiscal impact that includes the following items:

- Accounts Payable Checks \$ 88,881.57
- Payroll and Benefit Checks \$542,487.46

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Approve the staff recommendation
2. Do not approve the staff recommendation
3. Provide other direction.

ATTACHMENTS

January 1 through January 31, 2021 Accounts Payable Register
January 1 through January 31, 2021 Payroll and Check Register

PREPARED BY

Stephen C. Lieberman, Fire Chief

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JANUARY 1 - 31, 2021

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
1	01/11/2021	7475	371.74	boots for LoPresti	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
2	01/11/2021	7475	33,731.03	PPE SETS(13)-PANTS, COATS, SUS	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
3	01/11/2021	7476	144.39	flags	290.4211.5508	AMERICAN FLAG AND GIFT
4	01/11/2021	7477	6.13	water / fire hydrant (10/21/19	290.4211.5401	CITY OF ARROYO GRANDE
5	01/11/2021	7477	298.62	water (140 Traffic Way) (10/21	290.4211.5401	CITY OF ARROYO GRANDE
6	01/11/2021	7477	198.33	water (irrigation)~	290.4211.5401	CITY OF ARROYO GRANDE
7	01/11/2021	7478	173.92	monthly circuit chgs - sin 2	290.4211.5403	AT&T
8	01/11/2021	7478	173.92	monthly circuit chgs - sin 3	290.4211.5403	AT&T
9	01/11/2021	7478	750.82	phone lines 11/25/20 - 12/24/20	290.4211.5403	AT&T
10	01/11/2021	7479	231.66	amazon toner	290.4211.5201	BANK OF AMERICA
11	01/11/2021	7479	183.14	amazon	290.4211.5201	BANK OF AMERICA
12	01/11/2021	7479	110.96	office supplies	290.4211.5201	BANK OF AMERICA
13	01/11/2021	7479	21.53	office supplies	290.4211.5201	BANK OF AMERICA
14	01/11/2021	7479	19.37	office supplies	290.4211.5201	BANK OF AMERICA
15	01/11/2021	7479	188.51	inealth labs thermometers	290.4211.5206	BANK OF AMERICA
16	01/11/2021	7479	294.40	ups store shipping	290.4211.5208	BANK OF AMERICA
17	01/11/2021	7479	-149.39	CREDIT~	290.4211.5255	BANK OF AMERICA
18	01/11/2021	7479	170.78	containers unlimited	290.4211.5255	BANK OF AMERICA
19	01/11/2021	7479	118.51	blade hq - replaced damaged kn	290.4211.5255	BANK OF AMERICA
20	01/11/2021	7479	30.56	amazon-Angelo personal/reimbur	290.4211.5255	BANK OF AMERICA
21	01/11/2021	7479	54.95	tool discounter.com	290.4211.5273	BANK OF AMERICA
22	01/11/2021	7479	45.05	secure conference	290.4211.5403	BANK OF AMERICA
23	01/11/2021	7479	14.99	Zoom	290.4211.5403	BANK OF AMERICA
24	01/11/2021	7479	12.06	taco rico - covid vaccination	290.4211.5508	BANK OF AMERICA
25	01/11/2021	7479	6.31	efres - covid vaccination pod	290.4211.5508	BANK OF AMERICA
26	01/11/2021	7479	118.26	amazon whelan light bulb	290.4211.5601	BANK OF AMERICA
27	01/11/2021	7479	86.19	amazon utv parts	290.4211.5601	BANK OF AMERICA
28	01/11/2021	7479	-86.19	CREDIT~	290.4211.5601	BANK OF AMERICA
29	01/11/2021	7479	182.10	amazon utv 3	290.4211.5601	BANK OF AMERICA
30	01/11/2021	7479	28.02	brand creative west	290.4211.5601	BANK OF AMERICA
31	01/11/2021	7479	-29.65	CREDIT~	290.4211.5601	BANK OF AMERICA
32	01/11/2021	7479	1,545.35	maiertech automotive	290.4211.5601	BANK OF AMERICA
33	01/11/2021	7479	45.19	fuel	290.4211.5608	BANK OF AMERICA
34	01/11/2021	7479	43.19	fuel	290.4211.5608	BANK OF AMERICA
35	01/11/2021	7479	40.50	fuel	290.4211.5608	BANK OF AMERICA
36	01/11/2021	7479	0.99	fire chief iphone storage	290.4211.6103	BANK OF AMERICA
37	01/11/2021	7479	199.75	cutlery shop - uniform Farnswo	290.4211.5276	BANK OF AMERICA
38	01/11/2021	7479	654.08	amazon - Hughey uniform	290.4211.5276	BANK OF AMERICA
39	01/11/2021	7479	65.04	VFC smartwool socks - hensley	290.4211.5276	BANK OF AMERICA

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JANUARY 1 - 31, 2021

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
40	01/11/2021	7479	-538.74	CREDIT ~	290.4211.5276	BANK OF AMERICA
41	01/11/2021	7479	8.00	canvas	290.4211.5607	BANK OF AMERICA
42	01/11/2021	7479	10.29	amazon hdmi cable	290.4211.5702	BANK OF AMERICA
43	01/11/2021	7479	10.76	amazon usb cable	290.4211.5702	BANK OF AMERICA
44	01/11/2021	7479	43.09	amazon - web camera	290.4211.5702	BANK OF AMERICA
45	01/11/2021	7479	-14.75	CREDIT~	290.4211.5702	BANK OF AMERICA
46	01/11/2021	7479	98.63	amazon splitter & hdmi cables	290.4211.5702	BANK OF AMERICA
47	01/11/2021	7479	74.34	amazon usb travel hub	290.4211.5702	BANK OF AMERICA
48	01/11/2021	7479	35.52	amazon hdmi cable	290.4211.5702	BANK OF AMERICA
49	01/11/2021	7479	-35.52	CREDIT amazon	290.4211.5702	BANK OF AMERICA
50	01/11/2021	7479	23.68	amazon hdmi adaptor	290.4211.5702	BANK OF AMERICA
51	01/11/2021	7479	155.53	amazon compter dock station	290.4211.5702	BANK OF AMERICA
52	01/11/2021	7479	-38.76	CREDIT~	290.4211.5702	BANK OF AMERICA
53	01/11/2021	7479	510.08	amazon - web cams	290.4211.5702	BANK OF AMERICA
54	01/11/2021	7479	14.75	amazon - usb cable	290.4211.5702	BANK OF AMERICA
55	01/11/2021	7479	189.18	amazon - chiefs monitor & cable	290.4211.5702	BANK OF AMERICA
56	01/11/2021	7480	532.72	battery for E6693	290.4211.5601	CARQUEST AUTO PARTS
57	01/11/2021	7481	93.20	acct#82451010116287 stn 3 tv	290.4211.5401	CHARTER COMMUNICATIONS
58	01/11/2021	7481	118.82	acct#8245101000202519 stn 2 tv	290.4211.5401	CHARTER COMMUNICATIONS
59	01/11/2021	7482	2,368.00	professional services December	290.4211.5303	DAVID P. HALE
60	01/11/2021	7483	803.47	utilities - gas~	290.4211.5401	SOCALGAS
61	01/14/2021	7484	101.30	Argon/Oxygen rental	290.4211.5303	AIRGAS USA, LLC
62	01/14/2021	7485	6,132.91	PPE SETS(13)-PANTS, COATS, SUS	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
63	01/14/2021	7485	386.87	boots - Bleathers	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
64	01/14/2021	7486	238.63	shop supplies - rental	290.4211.5303	ARAMARK
65	01/14/2021	7487	891.09	medical supplies	290.4211.5206	BOUND TREE MEDICAL, LLC
66	01/14/2021	7488	1,637.44	reimbursement for purchase	290.4211.5606	CARL BRANDT
67	01/14/2021	7489	204.98	acct#8245100960252290 stn 1 internet	290.4211.5401	CHARTER COMMUNICATIONS
68	01/14/2021	7489	204.98	acct#8245101000239800 stn 2 internet	290.4211.5401	CHARTER COMMUNICATIONS
69	01/14/2021	7490	251.67	hand pump/parts	290.4211.5255	J B DEWAR, INC
70	01/14/2021	7490	676.20	fuel - 95 unleaded	290.4211.5608	J B DEWAR, INC
71	01/14/2021	7490	1,035.13	fuel	290.4211.5608	J B DEWAR, INC
72	01/14/2021	7491	86.31	fasteners	290.4211.5273	MINER'S ACE HARDWARE, INC
73	01/14/2021	7491	-83.20	credit - fasteners	290.4211.5273	MINER'S ACE HARDWARE, INC
74	01/14/2021	7491	10.71	padlock	290.4211.5273	MINER'S ACE HARDWARE, INC
75	01/14/2021	7491	16.21	usb cable	290.4211.5702	MINER'S ACE HARDWARE, INC
76	01/14/2021	7492	406.70	renewal of equipment under per	290.4211.5603	SLO COUNTY AIR POLLUTION
77	01/14/2021	7493	62.00	emt recert - Brandt	290.4211.5501	SLO COUNTY EMS AGENCY
78	01/14/2021	7494	513.35	repair 6692 - backup alarm	290.4211.5601	SOUTH COAST EMERGENCY

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JANUARY 1 - 31, 2021

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
79	01/14/2021	7494	828.76	repair to 6693 - park brake va	290.4211.5601	SOUTH COAST EMERGENCY
80	01/14/2021	7494	255.00	repair to 6693 - kussmaul issue	290.4211.5601	SOUTH COAST EMERGENCY
81	01/14/2021	7494	318.24	parts for polaris	290.4211.5601	SOUTH COAST EMERGENCY
82	01/14/2021	7494	465.30	repair to e-1 - foam leak	290.4211.5601	SOUTH COAST EMERGENCY
83	01/14/2021	7495	50.00	steri-safe compliance	290.4211.5303	STERICYCLE INC.
84	01/14/2021	7496	1,344.60	fabricate flatbed truck heada	290.4211.5601	TAYLOR'D METAL CO.
85	01/14/2021	7497	580.28	(14) phone lines~	290.4211.5403	VERIZON WIRELESS
86	01/21/2021	7498	33.34	circuit line to agpd~	290.4211.5403	AT & T
87	01/21/2021	7499	326.17	ipad wireless charges (12/21/2	290.4211.5403	AT&T MOBILITY
88	01/21/2021	7500	63.88	msa filters	290.4211.5603	BAUER COMPRESSORS, INC
89	01/21/2021	7501	204.98	acct#82451010138133 internet	290.4211.5401	CHARTER COMMUNICATIONS
90	01/21/2021	7502	182.40	radio control cable	290.4211.5606	COAST ELECTRONICS
91	01/21/2021	7503	900.00	ems ce coordinator services (0	290.4211.5303	KATHRYN COLLINS
92	01/21/2021	7504	-210.11	CREDIT - returned nomex tactic	290.4211.5272	L N CURTIS & SONS
93	01/21/2021	7504	218.54	barricade tape - black/red	290.4211.5273	L N CURTIS & SONS
94	01/21/2021	7505	241.39	stainless steel container/dis	290.4211.5255	J B DEWAR, INC
95	01/21/2021	7506	19.09	shipping charges	290.4211.5208	FEDEX
96	01/21/2021	7507	4,863.94	chevy truck: install wood deck	290.4211.6201	RICHARD KOCH
97	01/21/2021	7508	5.36	misc supplies	290.4211.5255	MINER'S ACE HARDWARE, INC
98	01/21/2021	7508	34.31	fasteners	290.4211.5273	MINER'S ACE HARDWARE, INC
99	01/21/2021	7508	13.55	cleaning supplies	290.4211.5604	MINER'S ACE HARDWARE, INC
100	01/21/2021	7509	1,129.34	utilities - station 1~	290.4211.5401	PACIFIC GAS & ELECTRIC CO
101	01/21/2021	7510	58.27	cleaning supplies	290.4211.5604	PROCARE JANITORIAL SUPPLY
102	01/21/2021	7510	391.76	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
103	01/21/2021	7510	16.83	cleaning supplies	290.4211.5604	PROCARE JANITORIAL SUPPLY
104	01/21/2021	7511	181.09	utilities: 12/14/20 - 01/13/21	290.4211.5401	SOCALGAS
105	01/28/2021	7512	236.63	shop supplies - rental	290.4211.5303	ARAMARK
106	01/28/2021	7513	51.46	business cards - kcollins	290.4211.5306	BOONE PRINTING & GRAPHICS INC
107	01/28/2021	7514	243.58	lumber for shoring trailer	290.4211.5255	BURKE AND PACE OF AG, INC
108	01/28/2021	7514	124.31	lumber for stake bed truck	290.4211.5601	BURKE AND PACE OF AG, INC
109	01/28/2021	7516	25.97	parts for ford 250	290.4211.5601	CARQUEST AUTO PARTS
110	01/28/2021	7517	210.66	acct#8245100960102339 stn 1 tv	290.4211.5401	CHARTER COMMUNICATIONS
111	01/28/2021	7517	118.82	acct#8245101000202519 stn 2 tv	290.4211.5401	CHARTER COMMUNICATIONS
112	01/28/2021	7517	93.20	acct#82451010116287 stn 3 tv	290.4211.5401	CHARTER COMMUNICATIONS
113	01/28/2021	7518	275.00	nipa fire sprinkler system rev	290.4211.5303	COLLINGS & ASSOCIATES LLC
114	01/28/2021	7519	1,266.89	fuel	290.4211.5608	J B DEWAR, INC
115	01/28/2021	7520	252.44	utilities - water	290.4211.5401	CITY OF GROVER BEACH
116	01/28/2021	7521	15,259.45	fy 20/21 annual support fee	290.4211.5607	IMAGETREND, INC
117	01/28/2021	7522	342.00	legal services	290.4211.5303	LIEBERT, CASSIDY, WHITMORE

FIVE CITIES FIRE AUTHORITY
CHECK LISTING

ATTACHMENT 1

JANUARY 1 - 31, 2021

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Last Name
118	01/28/2021	7523	21.54	fire extinguisher	290.4211.5255	MINER'S ACE HARDWARE, INC
119	01/28/2021	7523	105.03	fire investigator supplies	290.4211.5255	MINER'S ACE HARDWARE, INC
120	01/28/2021	7523	41.25	mt to stakeside truck	290.4211.5601	MINER'S ACE HARDWARE, INC
121	01/28/2021	7524	188.56	solvent & disposal	290.4211.5325	SAFETY-KLEEN SYSTEMS, INC
122	01/28/2021	7525	177.79	ice machine rental	290.4211.5303	TOGNAZZINI BEVERAGE SERVICE
			88,881.57			

FIVE CITIES FIRE AUTHORITY
DEPARTMENTAL LABOR DISTRIBUTION

PAY PERIOD

12/11/2020 - 12/24/2020

1/1/2021

BY ACCOUNT

5101	Salaries Full time	66,783.31
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	2,706.00
5105	Salaries OverTime	35,527.90
5106	Salaries Strike Team OT	-
5108	Holiday Pay	5,674.27
5109	Sick Pay	11,679.43
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	2,891.52
5114	Comp Pay	2,065.92
5115	Annual Leave Pay	-
5121	PERS Retirement	20,221.54
5122	Social Security	9,892.89
5123	PARS Retirement	-
5126	State Disability Ins.	1,070.23
5127	Deferred Compensation	125.00
5131	Health Insurance	17,101.93
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		<u>177,251.00</u>

<p>FIVE CITIES FIRE AUTHORITY</p> <p>DEPARTMENTAL LABOR DISTRIBUTION</p> <p>PAY PERIOD</p> <p>12/25/2020 - 01/07/2021</p> <p>1/15/2021</p>

BY ACCOUNT

5101	Salaries Full time	62,739.33
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	3,762.00
5105	Salaries OverTime	29,593.28
5106	Salaries Strike Team OT	-
5108	Holiday Pay	9,648.78
5109	Sick Pay	4,548.85
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	1,173.12
5114	Comp Pay	9,005.28
5115	Annual Leave Pay	-
5121	PERS Retirement	20,083.93
5122	Social Security	9,368.31
5123	PARS Retirement	-
5126	State Disability Ins.	1,009.41
5127	Deferred Compensation	125.00
5131	Health Insurance	17,101.93
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		169,670.28

FIVE CITIES FIRE AUTHORITY
DEPARTMENTAL LABOR DISTRIBUTION

PAY PERIOD

01/08/2021 - 01/21/2021

1/29/2021

BY ACCOUNT

5101	Salaries Full time	67,800.46	
5102	Salaries Part-Time - PPT	-	
5103	Salaries Part-Time - TPT	5,544.00	
5105	Salaries OverTime	30,478.79	
5106	Salaries Strike Team OT	-	
5108	Holiday Pay	1,721.43	
5109	Sick Pay	4,150.32	
5110	Annual Leave Buyback	-	
5111	Vacation Buyback	43,925.97	*
5112	Sick Leave Buyback	-	
5113	Vacation Pay	2,828.64	
5114	Comp Pay	3,339.84	
5115	Annual Leave Pay	3,041.22	
5121	PERS Retirement	19,169.17	
5122	Social Security	12,200.87	*
5123	PARS Retirement	-	
5126	State Disability Ins.	1,365.47	*
5127	Deferred Compensation	-	
5131	Health Insurance	-	
5132	Dental Insurance	-	
5133	Vision Insurance	-	
5134	Life Insurance	-	
5135	Long Term Disability	-	
		<u>195,566.18</u>	



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** February 19, 2021

FROM: Stephen C. Lieberman

SUBJECT: Consideration of Authorization to Execute Agreements for Reimbursement of Costs Associated with COVID-19 Vaccination Efforts

RECOMMENDATION

Authorize the Fire Chief to execute a reimbursement agreement with the County of San Luis Obispo (County), the incorporated cities within the county, and the Five Cities Fire Authority, and associated agreements as may be required by the Federal Emergency Management Agency (FEMA) or the State Office of Emergency Services (OES), to facilitate the reimbursement of costs incurred by the Five Cities Fire Authority (FCFA) associated with supporting the County's COVID-19 vaccination efforts.

BACKGROUND

The County Public Health Agency has been working closely with emergency services providers throughout the county to prepare, open, and begin operating three Public Points of Distribution (PPODs) to administer COVID-19 vaccines to the public. Through these efforts, the PPODs are designed to administer up to a total of 3,000 doses of COVID-19 vaccines per day. The effective administration of vaccines through the PPODs are essential to ending the COVID-19 pandemic.

Because the timing and scale of a countywide vaccination effort exceeds the operational capacity of the County, a request was made to utilize the County Type III Incident Management Team (XSL IMT). The Incident Management Team executed a "Letter of Expectation" with the County and has planned, constructed and is now operating two PPOD sites in the county. Local government public safety and other staff have been requested to work at the PPOD sites. The managers of the seven cities and the County have negotiated a proposed agreement that will enable the cities and the FCFA to receive reimbursement (Federal and/or State funding) of any additional or extraordinary costs incurred in support of the vaccination effort. Any costs not recovered from the County may be submitted for COVID-19 cost reimbursement through FEMA and/or the State of California. FCFA was identified as a signatory of the proposed agreement as the organization is a Joint Powers Authority (JPA).

FISCAL IMPACT

There are no direct fiscal impacts related to the proposed action; however, authorizing the execution of the reimbursement agreements will facilitate the recovery of costs incurred by the FCFA in supporting the County's COVID-19 vaccination efforts, such as overtime and other extraordinary expenses directly related to assistance at the County's vaccine clinics. FCFA is

incurring unanticipated staff costs in an effort to support this critical initiative. The Fire Chief is tasked with cost and time tracking with the assistance of the FCFA Treasurer.

ALTERNATIVES

The following alternatives are provided for the Council's consideration:

1. Authorize the Fire Chief to execute the Agreement and any ancillary agreements to enable reimbursement of the FCFA's costs associated with the COVID-19 vaccine efforts required by FEMA or OES; or
2. Authorize the Fire Chief to execute the Agreement and require the Fire Chief to return to the Board for authorization of execution of any ancillary FEMA or OES agreements; or
3. Provide other direction to staff.

ATTACHMENTS

1. Agreement Between the County of San Luis Obispo, the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, and the Five Cities Fire Authority for Countywide Covid-19 Vaccination Effort Assistance
2. Letter of Expectations for the COVID-19 Vaccinations

PREPARED BY

Stephen C. Lieberman, Fire Chief

AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO, THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, SAN LUIS OBISPO, AND THE FIVE CITIES FIRE AUTHORITY FOR COUNTYWIDE COVID-19 VACCINATION EFFORT ASSISTANCE

THIS AGREEMENT (“Agreement”) is made and entered into on February 2, 2021 by and between the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo (collectively, the “Cities” or individually, a “City”), the County of San Luis Obispo (“County”), and the Five Cities Fire Authority (“Authority”).

WITNESSETH:

WHEREAS, the Cities, County, and Authority (collectively, the “Parties” or individually, a “Party”) agree that a coordinated and cooperative vaccination response to the COVID-19 pandemic is in the best interest of all residents of San Luis Obispo County; and,

WHEREAS, the Parties agree that an expedited COVID-19 vaccination effort is essential to protect public health and safety of San Luis Obispo County residents and to fully reopen local businesses and schools to support the economic recovery process for our region and return daily life to as close to that which existed prior to the onset of the COVID-19 pandemic; and,

WHEREAS, the Parties understand that the timing and scale of this countywide vaccination effort exceeds the operational capacity of the County and its Public Health function and the Cities and Authority commit to assist this effort with resources that would be reimbursable by the County with Federal and/or State funding received that was dedicated to pay for this vaccination effort; and,

WHEREAS, the Consolidated Appropriations Act, 2021 (H.R. 133), which was signed into law on December 27, 2020 by President Trump, includes \$4.5 billion in funding to be allocated to states, localities, and territories to plan, prepare for, administer, monitor, and track coronavirus vaccines and ensure broad distribution and access; and,

WHEREAS, in addition to receiving Federal funding from H.R. 133, a Party may receive additional funding for vaccine distribution from the Federal government as well as from State government such as through Governor Newsom’s proposed State budget for FY 2021-22, which includes \$350 million for State-sponsored vaccine distribution efforts; and,

WHEREAS, President Biden has indicated that additional Federal funding may be made available to states and local agencies to support vaccination efforts and defray or cover all costs; and

WHEREAS, the Parties agree to work together to support this significant and historic vaccination effort with resources specified below at the request of the County Public Health Officer and consistent with the “Vaccination Letter of Expectation” approved by the Public Health Officer and the County’s Incident Management Team to protect the health and safety of all San Luis Obispo County residents.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS:** The above recitals are true and correct and are incorporated hereby by this reference.

2. **ASSISTANCE AGREEMENT:** The following is an Assistance Agreement between the above-named Parties negotiated specifically for the COVID-19 vaccination of citizens of San Luis Obispo County (“Incident”).
3. **SCOPE OF ASSISTANCE:** The Parties commit to providing necessary resources to carry out the COVID-19 vaccination effort throughout the County as requested in the “Vaccination Letter of Expectation” approved by the County Public Health Department and the County’s Incident Management Team and attached hereto as Exhibit A. These resources include staffing and out of pocket expenses such as Personal Protective Equipment that represent marginal costs for the vaccination effort as set forth in Sections 4 and 5 below. Staffing assistance from the Cities and Authority will largely come from each Party’s respective fire department, though staffing from other Party departments may also be used if necessary. Necessary resources will be determined by each Party in consultation with the County and the County Incident Management Team based on resource capacity and availability, as some Parties do not have a separate fire department but are served by a multi-agency fire service or are themselves a fire department/authority.
4. **REIMBURSABLE COSTS:** Additional costs being borne by a Party related to the incident will be included in those considered for reimbursement. The following items are reimbursable costs to a Party by the County for assistance to the County in this COVID-19 vaccination effort which would be similar to reimbursable costs incurred by the County:
 - a. Additional staff hired specifically to support the Incident.
 - b. Additional staff hired to provide substitute/backfill for existing Party staff who are assigned to support the Incident.
 - c. Existing staff that is furloughed or otherwise unable to work due to COVID-19 restrictions or office closures, but brought back to support the Incident.
 - d. Salary (including both base pay and any applicable overtime incentives, but excluding Party overheads such as employee benefits, insurance and payroll taxes) for staff working on the Incident who are not relieved of normal duties.
 - i. Because assignments of hourly personnel are anticipated to be in addition to normal duties, and not instead of, in all cases where staff is eligible for overtime incentives, cost for both base pay and overtime incentives will be included, regardless of whether the individual is being paid overtime.
 - e. Cost for equipment, consumables, and other needs specifically purchased for use while providing support to the Incident including, but not limited to: Personal Protective Equipment (PPE), food, water, paper, pencils, and pens.
 - f. Cost for equipment and consumables taken for use at the Incident that will require replacement at the end of the Incident such as items listed in subsection 4.e above.
5. **EXCLUDED FROM REIMBURSABLE COSTS:** The following items are Party expenses that will not be eligible for reimbursement by the County with Federal or State funding associated with vaccination efforts. Where appropriate, such expenses will be tracked, and documentation of such expenses will be provided to the County, as they may be reimbursable through the Federal Emergency Management Agency (FEMA) or the State of California and information related to the types of costs will be provided by each Party to the County:
 - a. Staff assigned to the Incident who are relieved of normal duties.
 - b. Agency and management overhead for staff assigned to the Incident.
 - c. Existing equipment and consumables that are not purchased for the Incident and do not

- require replacement at the end of the Incident.
 - d. Costs for non-expendable property purchases made by a Party that can be repurposed for non-Incident purposes.
 - e. Costs incurred by a Party not directly related to COVID-19 vaccination activities.
- 6. **REIMBURSEMENT:** The County commits to reimburse the Cities and Authority for eligible costs defined in Section 4 using Federal or State funding received by the County dedicated to COVID-19 vaccination efforts. In the event that Federal or State funding does not fully cover the reimbursable costs incurred by the Cities or Authority for the vaccination efforts, the County will reimburse Cities or Authority based on the formula defined below in subsection 6.b. The County agrees it will pursue additional reimbursement from FEMA and the State of California for all such costs on behalf of all the Parties. Where reimbursement is received from FEMA or the State, the County will provide funds to all Parties in accordance with this Agreement.
 - a. To ensure timely and accurate cost tracking for reimbursement, all Parties agree to provide the County with documentation of ongoing total eligible costs/expenditures incurred within thirty (30) days of each completed quarter and within thirty (30) days of the termination of the County led vaccination effort, hereinafter referred to as the "Final Cost Reporting." Should a cost be excluded due to untimely submission, such costs will still be included with costs submitted for COVID-19 cost reimbursement through FEMA and/or the State of California.
 - b. In the event that Federal or State funding provided to the County is less than the total costs incurred by all Parties, the County will reimburse each City or the Authority the proportion of the funding received in comparison to the total costs.
 - i. Example: If the County receives 75% of the total costs incurred by Parties, the County will reimburse each Party 75% of their individual agency eligible costs.
 - 1. If the total vaccination effort cost is equal to \$5,000,000 and the total Federal and State funding received by the County is \$3,750,000, a Party with an eligible total cost to provide assistance of \$500,000 would be reimbursed \$375,000 by the County.
 - c. Reimbursement will be issued within sixty (60) days following the receipt by the County of eligible Federal or State funding, or within sixty (60) days of the Final Cost Reporting if Federal or State funding is received by the County prior to the termination of the County led vaccination effort.
 - d. The Parties acknowledge that other eligible funding received for vaccination work will be applied towards reimbursement of eligible costs identified in Section 4.
- 7. **OTHER PARTIES:** Should the County seek the assistance from other government agencies located in the San Luis Obispo County in relation to the County-wide vaccination efforts not party to this agreement, including special districts, an amendment of this agreement adding said party should be completed in agreement by all existing Parties.
- 8. **LIABILITY AND INDEMNITY:** Nothing in this Agreement shall be deemed to create an employee/employer relationship between the Parties or as between any Party and another Party's respective employees. All third-party claims against any Party shall be adjudicated pursuant to the applicable tort claims act and shall be referred to the agency or agencies whose employees or agents were involved in the incident that gave rise to the claim. Each Party shall be solely responsible for the acts, errors or omissions of its participating employees and agents and shall be solely responsible for any claims or liabilities arising out of the services and activities of its participating employees and agents, including but not limited to worker's compensation. No Party shall seek indemnification from

another Party for, and shall hold each other Party harmless against the acts, errors or omissions of the Party's employees and agents.

9. **NON-DISCRIMINATION:** All Parties shall not discriminate against any person or class of persons in violation of any and all Federal, State, and local non-discrimination laws.
10. **COMPLIANCE WITH ALL LAWS:** All Parties agree to abide by all laws and regulations applicable to the expenditure of public funds, including but not limited to, the audit of the expenditure of these funds by Federal, State, or County for compliance with regulations and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.
11. **SEVERABILITY:** The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.
12. **TERM:** This Agreement is effective as of the Effective Date above and shall continue in effect until terminated by all the Parties. Any Party may terminate their participation in this Agreement by sending written notice of termination to the other Parties. This Agreement shall automatically terminate upon the successful completion of the vaccination efforts and as determined by the County Public Health Department and the Incident Management Team.
13. **NOTICES:** Any notices required herein shall be sent to the following individuals:

If to County:
Wade Horton
Administrative Office
1055 Monterey St. D430
San Luis Obispo, CA 93408

If to City of Arroyo Grande:

If to City of Atascadero:

If to City of Grover Beach:

If to City of Morro Bay:

If to City of Paso Robles:

If to City of San Luis Obispo:

If to Five Cities Fire
Authority:

14. **COUNTERPARTS AND EXECUTION:** This Agreement may be executed in counterpart signatures and transmitted by electronic mail with the same force and legal effect as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

SIGNATURES

County of San Luis Obispo:

Signature/Title

Date

City of Arroyo Grande:

Signature/Title

Date

City of Atascadero:

Signature/Title

Date

City of Grover Beach:

Signature/Title

Date

City of Morro Bay:

Signature/Title

Date

City of Paso Robles:

Signature/Title

Date

City of San Luis Obispo:

Signature/Title

Date

Five Cities Fire Authority:

Signature/Title

Date



COUNTY OF SAN LUIS OBISPO HEALTH AGENCY
PUBLIC HEALTH DEPARTMENT

Michael Hill *Health Agency Director*

Penny Borenstein, MD, MPH *Health Officer/Public Health Director*

To: Joshua Taylor, Incident Commander - XSL IMT3

Subject: Letter of Expectations for the COVID-19 Vaccinations

Your team is being requested to assist the San Luis Obispo County **Public Health Department (SLOPHD)** with the Public Points of Distribution (PPOD), to vaccinate the citizens of San Luis Obispo County.

I, Dr. Penny Borenstein, will serve as the Agency Administrator, under the authority of the San Luis Obispo County Board of Supervisors as outlined in H&SC Article 1. I expect you to take command of the on-site vaccination efforts no later than **January 18, 2021 at 0600 hours**.

You will work under the direction of the Denise Yi, Vaccination Division Supervisor (VAX). You may contact her at 805-266-0987 or at dyi@cslo.ca.us.

I expect that your Incident Management Team (IMT) will provide command, leadership, and management of the PPODs. You have tactical authority and responsibility for managing the operations for your tasking within the framework of legal statutes, current county policies, and direction provided in both oral and written briefing materials.

Tactical authority is defined as limited to the detailed direction and control of movements within the POD to accomplish the efficient operations of a site. Any proposed changes to the PPOD or policy level decisions must be approved by the Agency Administrator as you are accountable to me.

You are expected to do a complete and efficient job while providing for SAFETY. Safety for your team, vaccination staff, and the public is and will remain a major concern throughout the incident.

Using doctrinal principles of incident management, you must ensure that all actions and consequences have been analyzed against risk to human life and other values. You are expected to provide clear leader's intent at all levels of your organization; use your experience and judgment and make timely and prudent decisions as the best course of action. You are expected to maximize opportunities for success through mindful decision making and heightened situational awareness, while minimizing exposure to risk. This document can be updated to identify any new issues arising that need to be added to address incident activity.

EXPECTATIONS

- You and your team shall work cohesively with the SLOPHD, the Emergency Operations Center (EOC), and other entities involved with the COVID-19 planning and response while communicating effectively and ensuring that all agency concerns are met.
- Provide information and data to SLOPHD when requested
- Provide daily (or when requested) briefings to the VAX and or others
- Timely information sharing is key. Please keep the VAX updated with the appropriate critical information. You may use texting, but please make positive contact when appropriate. Immediate notification will need to be made regarding any:
 - Significant incident(s) involving response personnel or the public
 - Political or public relations issues
 - Medical emergencies related to the vaccinations
 - Critical resource orders not being filled
- Fiscal integrity is a high priority in management of the incident. Maintain effective cost management based on incident needs and ensure all documentation is completed. You have the authority to purchase without seeking Agency Administrator approval up to \$5,000 dollars per purchase, including entering into agreements. Any purchase, including agreements, above \$5,000 will need Agency Administrator approval.
 - Amendment 1/8/2021: XSL IMT personnel are authorized to make necessary purchases subject to the existing \$5,000 single purchase threshold. All proposed purchases involving leases or other agreements will continue to be submitted to the EOC for processing.
- All personnel costs will be borne and tracked by the appropriate home agencies. Cost recovery may be available in the future if funding is made available. Weekly costs estimates will need to be provided to the EOC Finance Section Chief by the IMT.
- Ensure that PPOD sites used are returned to the property owner with no or minimal damage.
- Human Resource issues will be reported directly to the appropriate agency supervisor as soon possible (normally within 24 hours). The incident is to be managed with Zero Tolerance for Sexual Harassment. Incident personnel who demonstrate any type of inappropriate behavior should be released immediately with appropriate follow-up documentation. Inappropriate behavior would include alcohol use, drug use, sexual harassment, or any violation of personnel or laws. Please make sure I am advised of the incident.
- If a Union Representative is needed for any situation, please notify the appropriate agency supervisor and me immediately to have someone assigned.

- You may be required to work with additional agencies as the Incident expands. An addendum letter will be issued as needed.
- Your team, and others involved, are expected to strictly follow COVID-19 precautions.

TASKING

1. Plan and execute the use of up to three Public Points of Distribution (PPOD) capable of vaccinating 5,000 people per PPOD/ per week for up to six-months. One in north SLO County, one in south SLO County, and one in central SLO County (overflow).
 - a. Sites need to be secured and ready to be operational by January 18, 2021. Pre-Existing MOUs will need to be evaluated and used if possible.
 - b. Sites preferred to be indoors with the ability to scale to a drive thru option should CDC Guidance change.
2. Develop PPOD site layout and patient flow including having a minimum 15 minute waiting area. Layout should be modeled after current PPOD plan (plan to be provided by SLOPHD). PPOD site layout plan needs to be completed by January 11th. Technical Assistance will be provided by SLOPHD. Plan will need to be scalable to match demand
3. Develop plan to administer two doses of COVID-19 vaccine, based on available supply, to residents of SLO County by June 30, 2021. Plan needs to be submitted to Agency Administrator for review by January 11th, 2021. Verbal presentation on plan provided by XSL to EOC Command & General Staff on January 13th for approval.
4. Develop PPOD staffing plan:
 - a. Staffing plan should be modeled after current PPOD staffing plan
 - b. SLOPHD will provide a co-Task Force Leader at each operational site.
 - c. Plan should be developed for 5 day a week 8-hour operational periods for six-months
 - d. Plan needs to be submitted to Agency Administrator for review by January 11th, 2021.
5. The IMT should coordinate staffing needs for PPOD using trained and certified medical professionals. IMT is responsible to coordinate with local fire agencies, private and public ambulance agencies and other public safety related agencies. Available resource staffing needs to meet the desired output of 1000 vaccinations per day/per site.
6. Ensure the appropriate transportation and storage of the vaccine while maintaining the cold chain management. Will need to provide logs to VAX.
7. The San Luis Obispo County Emergency Operations Center is the single ordering point for materials, supplies, and personnel (excluding public and private safety agencies). All orders will be placed through the EOC including positions that are UTF.

8. Provide VAX the following forms/data/reports daily (Separate detailed schedule will be forthcoming)::
- a. Completed Vaccine Screening Forms from each site; delivered to 2191 Johnson Ave., SLO
 - b. Temperature logs for stationary refrigerator/freezer. (data logger will be provide by SLOPHD);delivered to 2191 Johnson St, SLO
 - c. If vaccines are being transported from SLOPHD in coolers, temperatures will need to be logged hourly to monitor for temperature excursions.
 - d. Number of doses administered by each PPOD
 - e. Number of doses wasted (defective equipment, dropped, etc.) at PPODs
 - f. Doses on hand at PPODs (count of vials remaining)

Your team's expertise and assistance are greatly appreciated.

Signed on December 30, 2020

 Recoverable Signature

X

Joshua Taylor
Incident Commander- XSL IMT3
Signed by: b8743e50-312e-4fff-95c6-dc756e4e4ca0

X 

Penny Borenstein
Agency Administrator



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** February 19, 2021
FROM: Stephen Lieberman, Fire Chief / Executive Officer
SUBJECT: Consideration of a Purchasing Policy for the Five Cities Fire Authority

RECOMMENDATION

It is recommended that the Board of Directors approve the attached Purchasing Policy specifically for the use of the Authority to acquire equipment, goods and services.

BACKGROUND

Since the inception of the Five Cities Fire Authority ("Authority") in 2010, the Authority has been using the Purchasing Policies of the City of Arroyo Grande. The City of Arroyo Grande, City of Grover Beach and the Oceano Community Service District entered into a Joint Exercise of Powers Agreement ("the Agreement") in 2010 to establish the Authority. The Agreement requires the Authority to use the policies of Arroyo Grande until such time as the Authority adopts its own procedures. Section 4, subsection D (3) states, "City of Arroyo Grande Personnel Regulations and other policies and procedures shall apply to the Authority and its employees until replacement regulations, policies and procedures are adopted by the Authority.

Section 5 of the Agreement, sets forth the general powers of the Authority. Subsection M of Section 5 states the Authority shall have the powers to "Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority." Staff submits the attached purchasing policy is necessary and vital to the continued and effective operations of the Authority and is more adapted to the immediate needs of the Authority.

The purchasing policy is to obtain quality supplies, services, vehicles, and equipment required for proper operation of the Fire Authority at the lowest price. The lowest price is not always the sole factor in evaluating the value of purchases. This policy establishes that service, quality, timelines, and price are all factors for evaluating the value of purchases.

These policies and procedures are designed to ensure that purchases made by the Authority staff comply with State, as well as Fire Authority requirements. These policies and procedures do not contain or repeat State requirements, nor is it intended to conflict with or supersede State requirements. In the event of any conflict between these policies and procedures and State law or Five Cities Fire Authority Joint Exercise of Powers Agreement, the more stringent requirement shall control.

FISCAL IMPACT

There is no specific fiscal impact related to the Boards adoption of the attached purchasing policy.

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Adopt the attached purchasing policy and give staff direction to implement these policies for further acquisition of equipment, goods and services,
2. Do not adopt these purchasing policies and continue to use the City of Arroyo Grande's purchasing policies, or
3. Provide other direction to staff.

ATTACHMENTS

1. "Draft" Five Cities Fire Authority Purchasing Policies (formatting issues to be resolved)

PREPARED BY

D. Hale, General Counsel
S. Lieberman, Fire Chief/Executive Officer



PURCHASING POLICIES AND PROCEDURES MANUAL

Revised February 2021

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I. INTRODUCTION

The Five Cities Fire Authority (“Fire Authority”) was formed pursuant to a Joint Exercise of Powers Agreement (“JPA”) dated June 7, 2010 between the City of Arroyo Grande, the City of Grover Beach, and the Oceano Community Services District. The Fire Authority is administered by a governing board (“the Board”).

Since its inception, the Fire Authority has utilized the purchasing policies of the City of Arroyo Grande. The Fire Authority has now determined that an updated Purchasing Policies and Procedures Manual is necessary to ensure that the organization has the flexibility it needs to enable its staff to make the purchases and requisitions necessary for its operations and to ensure that there is adequate structure and record keeping for oversight and accountability. The Fire Authority is promulgating this policy in accordance with Section 5, subsection “M” of the Joint Exercise of Powers Agreement, creating the Five Cities Fire Authority dated June 7, 2010.

The basic purchasing policy is to obtain quality supplies, services, vehicles, and equipment required for proper operation of the Fire Authority at the lowest price. It is recognized that the lowest price is not the sole factor in evaluating the value of purchases. Service, quality, timeliness, and price are all factors for evaluating the value of purchases.

These policies and procedures are designed to ensure that purchases made by the Fire Authority staff comply with State, as well as Fire Authority requirements. These policies and procedures do not contain or repeat State requirements, nor is it intended to conflict with or supersede State requirements. In the event of any conflict between these policies and procedures and State law or Five Cities Fire Authority Joint Exercise of Powers Agreement, the more stringent requirement shall control.

II. LEGAL BASIS

Section 5 of the JPA provides that the Fire Authority “...is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes.” Included within Section 5 of the Joint Exercise of Powers Agreement, are the express powers of the Fire Authority that include the powers to “[c]ontract for the services of engineers, attorneys, planners, financial and other necessary consultants.... Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements.... Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale.... Adopt rules, regulations policies, bylaws and procedures governing the operation of the Authority.” Section 4(E)(2)(g) of the JPA provides that the Fire Chief has the authority to approve expenditures of up to \$50,000.00 without the Board’s approval.

These purchasing policies and procedures are based on the expressed powers provided by Section 5 of the Joint Exercise of Powers Agreement and other pertinent provisions of that agreement.

III. ETHICS

A. Confidential Information

Information furnished by suppliers and/or contractors in open market bidding regarding price, terms, performance specifications or other data will be held confidential until after award for purchase. This shall not apply to public bid openings. After award of bid, all papers pertaining to a transaction are public information and will be available for review upon request by an interested person, unless good cause exists for a bidder to specifically request that certain proprietary information (under patent, trademark, or copyright) not be released.

B. Employee Interest in Supplies/Contractors

No Fire Authority employee who participates in the selection or approval of a contract for products, sources of supply, specifications or who has supervisory responsibility for such employees, shall have any financial interest in the company which furnishes the supplies or services being procured.

C. Standards and Ethics

The very highest ethical standards will be maintained in all purchasing activities. All purchasing shall be in accord with appropriate rules of the Fire Authority and the State of California Government Code, as well as the standards of good business practice.

D. Gifts and Rebates

Every officer and employee of the Fire Authority are expressly prohibited from accepting any rebate, gift, money, or anything of value whatsoever, when it could be perceived in any way as intent to influence the employee in his/her official capacity.

Officers and employees may accept token advertising items (e.g. pens, hats, coffee mugs, etc.) so long as the value remains below mandated disclosure limits set by the Fair Political Practices Commission limits for gifts for the current year. Additionally, other gifts may only be accepted when approved by the Fire Chief and shared with other employees in the department. Gifts accepted by the Fire Chief shall not exceed the Fair Political Practices Commission's gift limitations.

Any and all rebates that are given in the regular course of business will be turned over to the Fire Chief. The Fire Chief will use the rebates in a way that maximizes utility for the Fire Authority.

E. Vendor-Paid Meals

Vendor-paid meals may be accepted in limited circumstances. There are times when it is acceptable for a Fire Authority employee to accept a meal paid for by a vendor. Every officer and employee of the Fire Authority are expressly prohibited from accepting any meal, when it could be perceived in any way as intent to influence the employee in his/her official capacity.

Employees may only accept vendor-paid meal if the following criteria are met:

- Vendor is in attendance
- There is a legitimate business purpose to the meeting with the vendor.
- The meal is for the convenience of the participants or process.
- The meal is promptly reported to your manager.
- The meal is valued under the Fair Political Practices Commission's disclosure limits for the current year.
- No alcoholic beverages are paid for by the vendor.

F. Purchasing for Personal Use Prohibited

Purchases shall not be made for any Fire Authority employee's personal use using the Fire Authority's procurement personnel, facilities, processes or accounts.

IV. GENERAL POLICIES AND DEFINITIONS

A. GENERAL POLICIES.

The basic purchasing policy of the Fire Authority is to obtain supplies, services, vehicles, and equipment needed for the proper operation of its various departments/divisions at the lowest possible cost. This will be accomplished through the use of quotes, and competitive bidding whenever possible (or required). The Purchasing functions are decentralized, with each department/division responsible for compliance with Fire Authority policies and procedures. The following is a summary of the policies and procedures established herein:

- No purchase will be approved or undertaken unless an appropriation has been established through either the adopted annual budget by the Board or approval of additional appropriations as an amendment to the annual budget.
- All purchases shall be of the quality necessary to suit the intended purpose of the purchase, shall be suitable and beneficial to the Fire Authority, and shall be in the Fire Authority's best interest.
- The dollar limits for purchases and bids are established by the Board. Purchases shall not be split to avoid the required procedures or certain dollar limits.
- Where possible, the Fire Authority will consider the use of cooperative purchasing or blanket contracts for goods and services, as such contract may provide savings.
- Receipt of goods or services will be verified and approved by the appropriate official prior to payment of invoices.
- The emergency purchase of goods is authorized under certain conditions.

These purchasing policies and procedures will allow the Fire Authority to spend tax money and public funds in the most prudent fashion. With a formal system of buying goods and services, including a purchase order system, the Fire Authority clearly specifies what it buys, avoids disputes with vendors, provides a full audit trail of purchases, allows level competition to set prices, controls spending within

budget limits, creates a positive tone for relationships with vendors, sets a professional standard of organizational behavior, limits the possibility of waste, creates an organized system of checks and balances, enhances public trust, and gives the Fire Authority the opportunity to save money.

Budget:

The annual budget is an essential element of the financial planning, control, and evaluation process of the Fire Authority. This annual budget is reviewed each fiscal year by the Board and is designed as the financial blueprint for the Fire Authority. Upon adoption, the budget serves as the financial operating plan for the Fire Authority.

Amendments to the budget may be reviewed and approved by the Board at any time during the fiscal year of the Fire Authority.

Grant Funds:

Federal, State, or grant programs may require special conditions that are more stringent than Fire Authority procedures. It is the responsibility of the department accepting the grant to ensure that all grant provisions are complied with.

B. DEFINITIONS

1. **Open Market Purchase Procedure.** The Open Market Purchase Procedure does not involve any formal or informal solicitation and evaluation of competitive bids. The Administrative Assistant and Chief, or as delegated shall use her/his judgment and experience in making the decision.
2. **Informal Bidding Procedure.** The informal Bidding Procedure is a cost-effective competitive process for canvassing the marketplace to identify vendors most likely to provide appropriate supplies or services at a reasonable price and in an efficient manner. The Informal Bidding Procedure requires the Authority to solicit written, faxed, e-mailed or verbal price quotations from a minimum of three (3) vendors. The solicitation may be either written or verbal, as dictated by the circumstances and judgment of the Purchasing and Contracting Authority. The bid shall be awarded to the Lowest Bidder unless otherwise defined within this policy.
3. **Formal Bidding Procedure.** Authority should follow the procedures within Section IX, entitled Bidding Procedures.
4. **Formal Request for Proposal Procedure.** Authority should follow the procedures within Section VIII, entitled Requests For Proposals/Qualifications.

5. **Professional Services.** Services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms.
6. **Special Services.** Includes accounting, administration, auditing, custodial, economics, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology, and other services which are incidental to the operation of the Authority.

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PURCHASING CATEGORIES

A. Petty Cash

The petty cash fund may be used to reimburse Fire Authority employees for the direct and immediate purchases of less than \$50.00 per transaction. The goods and services that may be purchased are of minimal costs including, but not limited to, the following:

1. Freight and postal charges due upon delivery;
2. Purchase of materials, goods, supplies, equipment, or services needed for "immediate use"; and
3. Reimbursement of employee travel/meeting expenses.

A "Petty Cash Voucher Form" must be completed by the person requesting petty cash and approved by his/her Fire Captain. A detailed receipt itemizing each charge must support all expenditures. Advances of petty cash are permitted on a limited basis where the person will make the purchase and turn in the receipt and unused funds within the same or next business day. Petty cash reimbursements should be requested in a timely fashion but no later than two weeks after the purchase date. The Open Market Purchasing procedure shall be used for this category of purchases.

B. Minor Purchases Less Than \$2,500.00.

Purchases of equipment, goods and services valued at \$2,500.00 or less do not require a purchase order but do require Fire Captain approval. Budgeted and unencumbered appropriations must be available prior to making any approved purchases. All original invoices and/or receipts for such purchases must be authorized, documented, and processed by a Fire Captain. Fire Captains may initiate purchases costing less than \$2,501.00 without soliciting proposals or using a purchase order except for recurring Purchases. Purchases occurring on a regular interval (e.g. monthly, quarterly, etc.) require a Purchase Order by a Battalion Chief even if the anticipated individual purchases may not meet the minimum \$2,501.00 requiring a purchase order. The Open Market Purchasing procedure shall be used for this category of purchases.

C. General Purchases Greater than \$2,500.00.

Purchases of equipment, goods and general services valued at \$2,501.00 or more require the use of a purchase order. General Purchases valued at \$2,501.00 up to \$10,000.00 require Battalion Chief approval. General Purchases valued at \$10,001.00 up to \$49,999.99 require Fire Chief approval.

All general purchases in this category should include an Informal Bidding. The proposals shall be attached to the purchase order.

D. Major Purchases

For purchases of equipment, goods and services valued at \$50,000.00 and over, the Fire Chief will submit written specifications to the Board. The Board will then approve the specifications which will be submitted to the Administrative Assistant Clerk who will prepare a public advertisement and open public bids. Except where specifically stated otherwise within these procedures, the Formal Bidding procedure shall be used.

E. Professional Services

Professional Services are those activities performed by a consultant who possesses a high degree of expertise in a particular profession, such as an attorney, financial services such as equipment leases, certified public accountant, engineer, or an architect. There is no bidding requirement for this type of service, since the consultant is being hired based on his/her qualifications, not on the lowest bid. Any professional service agreement must have sufficient background analysis to support the contract. A purchase order is to be issued after the contract is signed to facilitate budgetary control. Each agreement must be properly executed and held on file by the Administrative Assistant Clerk.

The Fire Chief may approve up to \$50,000.00 of professional services if funds were allocated for such a contract in the original adopted budget or any amendment to the budget. Approval by the Board is required for unbudgeted professional services contracts and any professional services contract with a value of \$50,000.00 or more. The Formal Request for Proposal Procedure should be used.

F. Public Project Contracts

State law regulates the bidding procedures for contracts that qualify as "Public Projects." The term "Public Projects" includes all projects "...for the erection, improvement, painting, or repair of public buildings and works... [w]ork in or about streams, bays, waterfronts, embankments, or work other work for protection against overflow... [s]treet or sewer work except maintenance or repair... [and] [f]urnishing supplies or materials for any such project, including maintenance or repair of streets or sewers." When the cost of a public project exceeds \$5,000.00 the project must be awarded pursuant to the Formal Bidding Procedure.

VI. MICELLANEOUS PROVISIONS

A. Battalion Chief Responsibilities:

- Prepare standards and specifications.
- Maintain lists of supplies and services vendors.
- Make purchases in accordance with established policies and procedures.
- Verify that an appropriation is available for the purchase.
- Anticipate the Battalion's needs well in advance, in order to minimize the need for emergency purchases.
- Review goods and services received to ensure conformity with purchase order or contract.
- Notify the Fire Chief when a cost discrepancy or dissatisfaction with a good or service arises. No bill should be processed for payment when the goods or services are unsatisfactory, or if there is a price discrepancy between the originally quoted price and the bill received.

C. Recycling:

It is the policy of the Fire Authority to conserve and protect its natural resources. Therefore, the Fire Authority shall purchase recycled goods whenever possible.

D. Sole Source Procurement

Sole source procurement is any transaction in which the services and/or supplies can be obtained only from one source. The only justification for sole source procurement is when the contractor or supplier is the sole provider of the service or product or when the contractor or supplier is the only source permitted to provide a service or product because of a manufacturer's agreement with the contractor or supplier as a sole representative in a certain geographical area.

The justification for the need to use sole source procurement should be recorded in a memorandum describing the reason for making a sole source purchase signed by the Fire Captain, Battalion Chief, or Fire Chief depending on the category of purchase.

E. Cancellations

The Fire Captain, Battalion Chief, or Fire Chief, according to the purchase category, may cancel an invitation for bids, a request for proposal, or other solicitation, and may reject in whole or in part, any and all bids or proposals when it is determined that cancellation or rejection serves the best interest of the Fire Authority.

F. Stockless Purchasing

Stockless purchasing is a specialized technique providing for the purchase of a commodity or service at an agreed price, but in quantities delivered and paid for as needed by the Fire Authority. The vendor owns the inventory and the Fire Authority has no responsibility for that inventory.

Stockless purchasing is recommended as an alternative to maintaining significant inventories of supplies used by numerous departments and offices.

Stockless purchasing uses a blanket contract that designates approximate quantities, specified time periods, prices, provisions for price adjustments, delivery, billing procedures and a catalogue of items covered by the contract. By shifting inventory requirements to the supplier, the Fire Authority is able to conserve public funds and to dispense with the storage of certain supply items until requisitioned for delivery by the user department. The types of items typically purchased under stockless purchasing include office supplies, maintenance and repair parts, and operating items.

G. Specific Blanket Contracts

A specific blanket contract includes items, prices, quantities, and time frames. It is based upon established prices for supplies, either picked up by or delivered to the Fire Authority. A contract of this type offers major price advantages over small individual purchases made by separate departments. The Fire Chief approves all blanket contracts.

I. Inventory

A fixed asset inventory shall be kept by the Battalion Chiefs. Every purchase of a furnishing, vehicle, or piece of equipment (with a value equal to or greater than \$500.00) should be recorded in a fixed asset inventory which includes the cost, date of acquisition, condition, and other pertinent information.

VII. INSURANCE REQUIREMENTS

Below are the minimum insurance requirements; however, the requirements may vary in accordance with the type and size of project which would require a higher limit of liability as recommended. The Fire Chief is also authorized to waive insurance requirements wherein his sole discretion circumstances warrant such action.

A. Insurance Requirements

Parties must secure all required policies from a good and responsible company or companies authorized to do insurance business in the State of California, and possessing a Best's rating of no less than A-VII, and furnish to the Fire Authority copies of certificates of insurance with endorsements on or before the commencement of the term of any agreement. Parties must agree to ensure that the most current certification of insurance is on file with the Fire Authority at all times during the term of any agreement. Any deductible or self-insured retention must be declared and approved by the Fire Authority. At the Fire Authority's option, parties shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Parties performing services for the Fire Authority shall procure and maintain at their own expense, during the term of the agreement, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Millions Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, advertising injury, death, loss or damage resulting from the wrongful or negligent acts of the parties or their officers, employees, servants, volunteers, subcontractors and agents doing working on behalf of the Fire Authority. Parties shall provide insurance on an occurrence, not claims-made basis, and for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

Parties performing services for the Fire Authority shall procure and maintain at their own expense, during the term of the agreement, commercial vehicle liability insurance coverage personal injury and property damage, of not less than One million Dollars (\$1,000,000) per accident combined single limit, and Two Million Dollars (\$2,000,000) in the aggregate, covering any vehicle utilized by the parties or their officers, employees, servants, volunteers, subcontractors and agents doing performing the services required by the agreement or less with the express written approval from the Fire Authority.

All parties must require that all contractors (including but not limited to subcontractors, architects, engineers or any other third party with whom the parties enter into contracts, or whom the parties hire or retain in any way related to the performance of the agreement) provide, at minimum, the same insurance coverage required of the parties, and name the Fire Authority and the parties as additional insureds to each policy. Parties must agree to monitor and review the insurance policies of contractors, and agree to assume all responsibility for ensuring that such coverage is provided in conformity with all requirements.

All parties must agree that, if any contract or other agreement which requires insurance coverage to be in place, is terminated for any reason prior to the completion of all obligations and requirements of the agreement, then the parties shall maintain all required coverages until the Fire Authority provides written authorization to terminate the coverages following the Fire Authority's review and determination that all liability posed under the agreement as to the parties providing insurance has been eliminated.

All parties must agree and acknowledge that if they fail to obtain all of the required insurance, or to obtain and ensure that the coverage required is maintained by any contractor or other third parties involved in any way with the performance of the agreement, then the parties shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature incurred by the Fire Authority or its officers, employees, servants, volunteers, subcontractors and agents doing work on the behalf of the Fire Authority.

B. Worker's Compensation Insurance

All parties subject to Worker's Compensation laws (generally, any party with one or more employees) shall procure and maintain at their own expense, during the term of the agreement, Workers' Compensation insurance providing coverage as required by the California State Workers' Compensation Law, and must agree that if any class of employees employed by the parties is not protected by the California State Workers' Compensation Law, then the parties shall provide adequate insurance for the protection of such employees to the satisfaction of the Fire Authority. Additionally, parties must agree to waive their statutory immunity under any Workers' Compensation or similar statute, as respecting the Fire Authority, and to require any and all contractors, third parties, and any other person or entity involved in the performance of the agreement to do the same. Any party that is not subject to California Workers' Compensation law must agree to execute a certificate attesting to such to the satisfaction of the Fire Authority.

C. Professional Liability Insurance

All parties performing design professional or professional services shall procure the above-mentioned policies in addition to a professional liability policy. Such parties shall procure and maintain at their own expense, during the term of the agreement, professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from the parties' performance of the agreement, whether by the parties themselves or by their employees, subcontractors, or sub consultants, to the extent such person other than the parties are permitted to perform the agreement. Parties must agree that the amount of this insurance provided by such policy shall not be less than One Million Dollars (\$1,000,000) per claim.

D. Endorsements

All parties must agree that, notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for workers' compensation, professional liability or errors or omissions, shall bear an endorsement whereby it is provided that the Fire Authority and its officers, employees, servants, volunteers, subcontractors, attorney and agents doing work on behalf of the Fire Authority,

including without limitation, the Fire Chief, are named as additional insureds, and that all additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds without limitation to the benefits conferred upon them other than policy limits as to coverages.

All parties must agree to require that the carriers of all required insurance policies waive their rights of subrogation against the Fire Authority and its officers, volunteers, employees, attorney, contractors and subcontractors.

All parties must agree to require that each policy be endorsed to provide that the policy shall not be cancelled or reduced in coverage (except by paid claims) unless the insurer has provided the Fire Authority with thirty (30) day prior written notice of cancellation or reduction in coverage.

All parties must agree to require that each policy be endorsed to provide that the policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the Fire Authority, and its officers, employees, servants, volunteers, subcontractors and agents doing work on behalf of the Fire Authority.

All parties must agree to require that each policy bare an endorsement stating that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Fire Authority, its elected or appointed of officers, officials, employees, agents or volunteers.

VIII. REQUESTS FOR PROPOSALS/QUALIFICATIONS

A. Introduction

A Request for Proposal (“RFP”) or a Request for Qualifications (“RFQ”) are forms of solicitation for proposals from potential service providers of professional, unique, or technical services. An RFP or RFQ should be used to solicit contracts when specifications and price are not the predominant award criteria.

An RFP or RFQ should be used to contract for professional services or advice in financial, economic, accounting, legal, engineering, architectural, environmental, land surveying, technical, or administrative matters, and for the acquisition of unique or equipment in circumstances where:

1. The evaluation of the services sought is based on technical or professional ability;
2. The evaluation of the services sought is based on artistic and/or aesthetic value;
3. Price or cost is a secondary consideration in selecting the service or product; or
4. The advantages of a particular vendor outweigh any price differences.

B. Form of RFP/RFQ

An RFP or RFQ should contain as much detail as possible regarding the scope of services or the product sought. The content of an RFP or RFQ will vary for each product but should include:

1. A precise description of the problem or objective;
2. The services to be performed;
3. The product to be provided;
4. The anticipated schedule, including dates and times, for the: submittal of proposals; any pre-proposal conferences; awarding the contract; commencement of work on the project; and the completion of the project;
5. Expectations or limitations set by the Fire Authority such as the format, form, and quantity of any expected reports and the extent of any assistance that will be provided by the Fire Authority;
6. Expectations of the content of proposals including:
 - a. An overall description of techniques to be used;
 - b. A listing of similar services provided to other clients;
 - c. Contact information for a reference;
 - d. Time estimates;
 - e. Staffing estimates;
 - f. Facilities and equipment to be used;
 - g. The portions of the contract to be performed by subcontractors;
 - h. Subcontractor qualifications;
 - i. Total cost and desired method of payment;

- j. Contract term requirements such as prohibitions against assignment; indemnification; insurance requirements; bond requirements; and warranties; compliance with federal, state, and local laws, rules, and regulations; compliance with any grant related regulations, and a sample contract; and
- k. The factors that will be considered in determining whether to award the contract.

C. RFP/RFQ Procedures

1. Preparation of RFP/RFO

The personnel desiring to obtain goods or services requiring an RFP/RFQ shall prepare the RFP/RFQ. All RFPs/RFQs will then be submitted to the Fire Chief. The Fire Chief can approve any RFPs/RFQs valued up to \$50,000.00 and will submit RFPs/RFQs valued at greater than \$50,000.00 for approval by the Fire Authority Board.

2. Submission of RFP/RFQ

Upon approval of the RFP/RFQ, the RFP/RFQ will be sent to at least three (3) potential candidates or, if necessary, posted publicly.

3. Submission of Proposals

Proposals shall be submitted by 5:00 p.m. on the designated closing day. No information can be distributed to respondents until all responses have been reviewed and the contract is awarded. Respondents may modify or withdraw their proposals prior to 5:00 p.m. on the closing day. Modifications submitted after this time will be rejected and returned to the respondent.

Fire Authority staff may conduct conferences to explain the requirements of the project. A sufficient amount of time should be allowed after the RFP/RFQ has been issued to allow potential respondents to become familiar with the project. Any clarification or changes required to the RFP/RFQ as a result of the conference shall be added as a written amendment. A summary of the conference shall be provided to all prospective respondents receiving the request.

Any amendments to RFPs/RFQs shall be made in writing and submitted to all known candidates. If necessary, the closing date can be extended to accommodate such amendments.

4. Review of Proposals

Proposals shall be received by the Fire Chief's administrative assistant. Proposals shall be time-stamped and retained in a secure location until the established closing date and time. The Fire Chief will review proposals and determine the award. For contracts valued at over \$50,000.00 the Fire Chief will submit the Fire Chief's top three choices to the Fire Authority Board along with the Fire Chief's recommendation. The Fire Authority Board shall then award the contract. All contracts for professional services shall be approved by the Fire Authority General Counsel.

The Fire Chief shall evaluate each proposal based on the factors stated in the RFP/RFQ. Factors not specified in the RFP/RFQ will not be considered.

The contents of the proposal shall remain confidential until the contract is awarded or all proposals are rejected. The proposals shall then be maintained as public records.

IX. Formal Bidding Procedures

These Formal Bidding procedures shall be utilized whenever a potential contract requires formal bidding, including Major Purchases and those contracts that constitute "Public Works."

A. Submission of Requirements to Board

The Fire Chief shall submit proposed specifications for a contract requiring formal bidding to the Fire Authority Board. The Board will vote to authorize the solicitation of bids.

B. Solicitation of Bids

Upon approval from the Fire Authority Board, the Fire Chief's administrative assistant shall prepare the notice to invite bids. The notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation, printed and published in the Fire Authority's jurisdiction, or if there is none, posted in at least 3 public places. The notice shall distinctly state the project to be done. The first notice must be published at least 10 days before the Fire Authority begins accepting bids.

The notice will include instructions on submitting bids to the Fire Chief's administrative assistant, an overview of the work to be performed, estimated costs, any special conditions or requirements for the work, and the types of licenses required for the work.

C. Submission and Review of Bids

Bids will be submitted to the Fire Chief's administrative assistant. Bid proposals must be signed by an authorized agent of the bidder and must identify all subcontractors that will perform work on the project.

The Fire Chief will present the lowest bids to the Fire Authority Board. The Fire Authority Board may reject any and all bids presented and readvertise. The Fire Authority Board shall select the lowest bidder unless deciding on an RFP/RFQ which requires consideration of other factors.

Once the Fire Authority selects and approves a bid, the Fire Chief's administrative assistant will notify the winning bidder.

D. Bidder's Security Deposit

For "Public Projects" and any other project the Fire Authority Board decides, all bidders must submit a security deposit that is at least 10 percent of the total bid.

E. Execution of Contract

After notifying the winning bidder, the Fire Chief's administrative assistant will arrange to have a contract prepared and executed by the Fire Chief and the winning bidder. The proposed contract will be reviewed by the Fire Authority attorney. The winning bidder will post a surety bond for the full value of the contract.

X. Contract Management

The Fire Authority will administer all contracts, control payments, provide contract extensions, maintain a procurement file, and approve any changes in products or services. The quality and quantity of goods shall be inspected before any payments are made. Contract management shall be the responsibility of the personnel placed in charge of the contract, but can be assigned by the Fire Chief.

A file shall be maintained for each contract. Whenever goods are received by the Fire Authority pursuant to a contract, the receiving personnel shall keep a written record in the contract file of such receipt. Contract files shall be maintained by the Fire Chief's administrative assistant.