



Hoplend Fire Protection District

21 Feliz Creek Road • Post Office Box 463 • Hopland, California 95449

(707) 744-1222 • (707) 744-1198 Fax

www.hoplandfire.com

District Fire Chief Mitch Franklin

November 2, 2023

Dear Rodeo Hercules Fire Protection District

Thank you so much for the very generous donation of your Burn Trailer to The Hopland Fire Protection District. The Burn Trailer will be shared throughout Mendocino County with all of the twenty-one Fire Districts. In years past Mendocino County has always had to rent a burn trailer for the firefighter academy. Now that we have our own trailer the money, we are saving from renting a trailer can go back into our training budget.

Thank you

Chief
Mitch Franklin

A handwritten signature in blue ink, appearing to read "Mitch Franklin", is written below the typed name.



RODEO-HERCULES FIRE PROTECTION DISTRICT
 1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547
 (510) 799-4561 FAX: (510) 799-0395

**REGULAR BOARD MEETING MINUTES
 OCTOBER 18, 2023**

1. **CALL TO ORDER/ROLL CALL** Meeting called to order at 6:35pm. Chair Marie Bowman and Directors Steve Hill, Charles Davidson and Robyn Mikel present. Vice-Chair Delano Doss not attending due to illness.
2. **PLEDGE OF ALLEGIANCE** (00:35)
3. **PUBLIC COMMUNICATION-CLOSED SESSION ITEM** (1:15) None.
4. **ADJOURN TO CLOSED SESSION** (1:22)
5. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** (1:42) Nothing to report out.
6. **ANNOUNCEMENTS OF DISTRICT EVENTS** (1:50) Open House will be Saturday, October 21st.
7. **CONFIRMATION OF THE AGENDA** (4:22) Motion made by Director Mikel to confirm the agenda. Seconded by Director Hill.

ROLL CALL VOTE (4-0)

Bowman: Yes
 Hill: Yes
 Davidson: Yes
 Mikel: Yes

8. **REVIEW OF CORRESPONDENCE TO THE BOARD** (4:48) None.
9. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (5:00) None.
10. **CONSENT CALENDAR** (5:25) Motion to approve the consent calendar made by Director Hill. Seconded by Director Mikel.

ROLL CALL VOTE (4-0)

Bowman: Yes
 Hill: Yes
 Davidson: Yes
 Mikel: Yes

11. **PUBLIC HEARING** (6:06) Motion made by Director Davidson to re-confirm levying and collection for the Fire District Benefit Assessment Ordinances. Seconded by Director Mikel.

ROLL CALL VOTE (4-0)

Bowman: Yes
Hill: Yes
Davidson: Yes
Mikel: Yes

12. **FIRE STATION 75&76 EMERGENCY REPAIRS AND RENOVATIONS** (9:10) Motion made by Director Hill to approve emergency repairs and renovations to fire stations 75 & 76. Seconded by Director Mikel.

ROLL CALL VOTE (4-0)

Bowman: Yes
Hill: Yes
Davidson: Yes
Mikel: Yes

13. **EMERGENCY MEDICAL CARE QUALITY ASSURANCE AND SUPPORT SERVICES AGREEMENT** (12:58) Motion made by Director Hill to approve emergency medical care quality assurance and support services contract. Seconded by Director Mikel.

ROLL CALL VOTE (4-0)

Bowman: Yes
Hill: Yes
Davidson: Yes
Mikel: Yes

14. **CALIFORNIA PULBIC RECORDS ACT MINOR PROCEDURES UPDATES** (16:26)

15. **DISTRICT PREVENTION FEES** (17:41) Information regarding reassessment of district fees. Study can be completed in-house or via consultant.

16. **MANAGEMENT OF AGENDA ITEMS** (27:50) Motion to accept agenda item management and administrative calendar, with quarterly reviews for relevance, and adopt calendar as the board's process moving forward made by Director Mikel, seconded by Director Hill.

ROLL CALL VOTE (4-0)

Bowman: Yes
Hill: Yes
Davidson: Yes
Mikel: Yes

17. **FIRE CHIEF'S REPORT** (39:15) Report of notable incidents in the district and surrounding jurisdictions made by Captain Skye Johnson. Notable quick response by RHFD and Hercules PD at critical incident, resulting in saving lives.

18. **STAFF REPORTS** (54:35) None.

19. **BOARD MEMBER REPORTS** (54:43) 1st quarter budget report moved from October to November since financial data not available yet from the county. Strategic plan update: Despain met with Crockett Fire and Berkeley to discuss partnership. Board agrees to reach out to all prospective partnerships, including Richmond Fire. Despain to return for 11/29 workshop to dive deeper into the data. Forwarding feature activated on website. Negotiating with web provider for font feature. Director Bowman attended Richmond Fire's open house on 11/14.
20. **MEASURE O OVERSIGHT COMMITTEE** (59:55) Nothing to report. Next meeting will be in February, 2024.
21. **LOCAL 1230 COMMENT** (1:00:00) Captain John Bischoff commenting. There was a distressing toddler fatality call in early October in Rodeo. Chief Ramirez, B/C Darren Johnson and B/C Jim Brooks (ConFire) initiated and supported a critical incident stress debriefing team for affected personnel.
22. **REQUEST FOR FUTURE AGENDA ITEMS** (01:01:52) Board directed to new calendar for more information on future agenda items. Board will give basic report on the training to be received in October.
23. **ADJOURNMENT** Meeting adjourned at 8:25 pm.

Board Vice Chair

2:53 PM
11/03/2023

Date	Num	Name	Memo	Account	Amount
10/01/2023	W4102379XJ	American Messaging	October 2023	2110 · Communications	-38.24
10/01/2023	OCT2023	The Standard	October 2023	1060 · Group Insurance	-580.00
10/01/2023	24337	IEDA INC	October 2023	2310 · Professional/Specialized Servic	-1,820.02
10/02/2023	November 2023	American River Benefit Administrators	November 2023	1060 · Group Insurance	-774.18
10/02/2023	7301030	Amazon	Poison Ivy Treatment	2170 · Household Expenses	-35.38
10/02/2023	5892248	Amazon	Poison Ivy Wash	2170 · Household Expenses	-173.63
10/03/2023	76-528407-SEPT	EBMUD	76-08/01/23-09/27/23	2120 · Utilities	-346.58
10/03/2023	03927-55968	Canva	business cards	2100 · Office Expenses	-103.00
10/03/2023	10323	Contra Costa EMS	Brian Solidum Cert.	2477 · Educational Supplies & Courses	-122.00
10/03/2023	76-528495-SEPT	EBMUD	76-08/1/23-09/27/23	2120 · Utilities	-873.94
10/04/2023	2299	firewipes	Fire wipes	2474 · Firefighting Supplies	-487.05
10/04/2023	9127460	Amazon	pencil sharpener	2100 · Office Expenses	-21.85
10/04/2023		Stamps.com	October 2023	2250 · Rents & Leases	-19.99
10/05/2023	47456	Red Cloud	6 Motorola Portable Radio Batteries	2276 · Maintenance-Radios & Electronic	-1,294.61
10/05/2023	0082265	Rodeo Autotech	7500-Brake pads and rotors	2271 · Central Garage Maintenance	-886.61
10/06/2023	W36617	Alert All	Plastic Fire Helmets	2479 · Other Special Dept Expenses	-303.72
10/10/2023	255611426	Orkin	75-Quarterly Service	2281 · Maintenance of Buildings	-146.99
10/10/2023	9946589045	Verizon Wireless	09/11-10/10	2110 · Communications	-19.17
10/11/2023	76-4017223667OCT	P.G.&E.	76-09/08-10/09/23	2120 · Utilities	-222.50
10/12/2023	2833-156555	O'Reilly	Tire Foam & Tire Shine	2270 · Repairs & Services of Equipment	-72.03
10/12/2023	75-5183799518-OCT	P.G.&E.	75-09/11-10/10/23	2120 · Utilities	-253.41
10/15/2023	82055	Vector Solutions	Annual Software Fee	2310 · Professional/Specialized Servic	-1,697.40
10/17/2023	75-1888920692-NOV	P.G.&E.	75-09/12-10/11/23	2120 · Utilities	-8.72
10/19/2023	254189	JW Enterprises	November 2023	2310 · Professional/Specialized Servic	-359.00
10/25/2023	102523	Tammy Tomas	Reimbursement for Trunk or Treat Halloween C	2479 · Other Special Dept Expenses	-73.96

RODEO-HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

TO: Board of Directors, RODEO-HERCULES FIRE PROTECTION DISTRICT
FROM: Rebecca Ramirez, INTERIM FIRE CHIEF
DATE: November 8, 2023
RE: First Quarter Budget Report for FY 2023-24

The attached reports summarize the Fire District's financial position through the first quarter, ending September 30, 2023. Substantive information from the County financial ledger is illustrated in the Fire District Chart of Accounts. This report is created by Fire District staff with the support and assistance of the Board appointed third party independent advisor from Municipal Resource Group.

BACKGROUND:

The Fire District Board of Directors adopts the current year budget on or before the September 30th deadline. Throughout the fiscal year, the staff develops quarterly budget analysis reports for the Fire District Board of Directors. The purpose of the budget report is to provide an overview of the Fire District's financial condition and forecast trends which may necessitate future mid-year adjustments.

FIRST QUARTER RESULTS:

To date, the Fire District's approach to revenue projections and expense allocations appears to be in the acceptable range of variance and is tracking well. It is important to note that some expenditure or revenue lines are lumped into a single payment which may skew the budget projections high or low depending on the line item. Given the short time frame and factoring in the lump sum expenditures the budget is within the normal range of variance tracking very slightly higher than expected on both expenditures and revenues.

EXPENDITURE ANALYSIS:

Salary and benefits through September 30th are approximately 31% expended, which is largely due to the lump sum payment of workers compensation insurance and a higher than expected retirement contribution.

Overtime expenses are about 29% expended, which is also higher than expected. The overage is due to personnel injuries and peak discretionary time off usage. A portion of these expenses will likely be reimbursed by worker's compensation insurance.

Should either trend continue a mid-year adjustment may be sought.

Supplies and services are 30% expended. While this appears to be over expended it is likely right on par. Some large expenses such as apparatus lease and insurance costs are fully expended for the year and/or have expected re-imbusement which will balance over the year.

Legal expenses are currently 61% expended (\$50,000 budgeted, \$30,698 expended) -a midyear adjustment will likely be sought for this line item if the use trend continues.

See Expenses Table on Page 3.

REVENUE ANALYSIS:

Property Tax is the primary source of revenue for the General Fund. Please note the amount shown in the attached Revenue Schedule for Property Taxes-Current Secured requires a 1% reduction in December 2023. There will be approximately \$1 million reduced from that revenue line. It is anticipated that the District should receive all its budgeted tax funds by the end of the fiscal year.

The Fire District is on track to receive its anticipated secured property tax revenue for fiscal year 2023-24. The Fire District expects nominal additional revenues from the County Assessor's office between now and the end of the budget year.

See Revenue Table on Page 4.

RECOMMENDATION:

Staff recommends the board receive the information. While Board direction is always welcome, no action is required.

**RODEO HERCULES FIRE PROTECTION DISTRICT
EXPENDITURES for All FUNDS
FY2023-2024 BUDGET**

	GL	FINAL BUDGET	Q1 through 09.30	% EXPENDED BUDGET	Q1 AMORTIZED	% AMORTIZED
DESCRIPTION	CODE	FY2023-24	FY2023-24			
Holiday Pay	1001	218,393	53,749	24.61%	\$ 53,749	24.61%
Permanent Salaries	1011	2,822,138	719,954	25.51%	\$ 719,954	25.51%
Drill/Temporary Salaries	1013	49,000	12,720	25.96%	\$ 12,720	25.96%
Overtime	1014	-	-		\$ -	
FLSA	1014-01	137,277	35,067	25.54%	\$ 35,067	25.54%
Backfill/Ancillary	1014-02	681,363	197,203	28.94%	\$ 197,203	28.94%
Strike Team	1014-03		92,218		\$ 92,218	
Strike Team-FLSA	1014-04		7,920		\$ 7,920	
Strike Team Reimbursement	1014-04				\$ (100,138)	
Deferred Compensation	1015	14,400	-	0.00%	\$ 3,600	25.00%
FICA	1042	58,000	17,092	29.47%	\$ 17,092	29.47%
Retirement	1044	2,560,962	692,815	27.05%	\$ 692,815	27.05%
Group Insurance	1060	660,757	127,808	19.34%	\$ 127,808	19.34%
Group Insurance-Retiree	1061	360,000	80,391	22.33%	\$ 80,391	22.33%
Unemployment Insurance	1063	1,000	1,247	124.67%	\$ -	0.00%
Worker's Compensation Ins.	1070	441,129	441,129	100.00%	\$ 110,282	25.00%
TOTAL SALARIES AND BENEFITS		\$ 8,004,419	\$ 2,479,312	30.97%	\$ 2,050,681	25.62%
Office Expenses	2100	34,750	13,607	39.16%	\$ 13,607	39.16%
Books/periodicals/subscriptions	2102	4,000	-	0.00%	\$ -	0.00%
Communications	2110	217,915	27,891	12.80%	\$ 54,479	25.00%
Utilities	2120	41,495	14,279	34.41%	\$ 14,279	34.41%
Small Tools and Equipment	2130	10,500	-	0.00%	\$ -	0.00%
Medical supplies	2140	26,500	502	1.89%	\$ 502	1.89%
Food	2150	4,420	91	2.05%	\$ 91	2.06%
Clothing & personal supplies	2160	13,440	3,420	25.45%	\$ 3,420	25.45%
Household expenses	2170	9,100	422	4.64%	\$ 422	4.64%
Publications and legal notices	2190	1,300	-	0.00%	\$ -	0.00%
Memberships	2200	13,482	1,660	12.31%	\$ 1,660	12.31%
Rents and leases	2250	203,660	199,127	97.77%	\$ 49,782	24.44%
Repair & service equipment	2270	41,920	6,211	14.82%	\$ 6,211	14.82%
Vehicle repair services	2271	100,000	25,695	25.69%	\$ 25,695	25.70%
Gas & oil supplies	2272	32,100	3,315	10.33%	\$ 3,315	10.33%
Vehicle maintenance-tires	2273	15,000	6,301	42.01%	\$ 6,301	42.01%
Maint. Radio & electrical equip.	2276	7,380	-	0.00%	\$ -	0.00%
Maintenance building & grounds	2281	36,500	1,984	5.44%	\$ 1,984	5.44%
Employee travel expenses	2303	5,400	1,037	19.21%	\$ 1,037	19.20%
Professional/Specialized services	2310	410,864	101,533	24.71%	\$ 101,533	24.71%
Data processing service	2315	4,200	215	5.13%	\$ 215	5.12%
Data processing supplies	2316	323	-	0.00%	\$ -	0.00%
Information security	2326	4,620	-	0.00%	\$ -	0.00%
Insurance	2360	97,509	36,066	36.99%	\$ 24,377	25.00%
Firefighting supplies	2474	98,458	903	0.92%	\$ 903	0.92%
Recreation/Physical Fitness	2476	2,600	-	0.00%	\$ -	0.00%
Educational Supplies & Courses	2477	32,763	5,207	15.89%	\$ 5,207	15.89%
Other Special Departmental Expens	2479	4,270	2,640	61.83%	\$ 2,640	61.83%
Interest on Notes & Warrants	3520	1,000	-	0.00%	\$ -	0.00%
Tax Assessments	3530	23,000	(1,643)	-7.14%	\$ (1,643)	-7.14%
Total Services & Supplies Expenses		1,498,469	450,463	30.06%	\$ 316,017	21.09%
Total Operational Expenses		\$ 9,502,888	\$ 2,929,776	30.83%	\$ 2,366,698	24.91%

RF#D8

**RODEO HERCULES FIRE PROTECTION DISTRICT
REVENUE ALL FUNDS
FY2023-2024 1ST QTR**

DESCRIPTION	GL CODE	FINAL BUDGET FY2023-2024	ACTUAL FIRST QTR 2023-2024	% REC'D
Prop. Taxes-Current secured	9010	4,224,038	5,389,952	128%
Prop. Tax-Supplemental	9011	181,557	20,736	11%
Prop. Tax-Unitary	9013	84,000	-	0%
Prop. Tax-Current Unsecured	9020	135,000	-	0%
Prop Tax-Prior-Secured	9030	(17,614)	-	0%
Prop Tax-Prior-Supplemental	9031	(10,406)		0%
Prop Tax-Prior-Unsecured	9035	(816)	1	0%
TOTAL PROPERTY TAXES		4,595,759	5,410,689	118%
Benefit District	9066	1,361,582	1,363,968	100%
TOTAL BENEFIT DISTRICT		1,361,582	1,363,968	100%
H/O Prop Tax Relief	9385	29,000	-	0%
Other In Lieu Taxes	9580	183	182	99%
RDA NonProp-Tax Pass Thru	9591	639,165		0%
Earnings on Investment	9181	35,374	16,291	46%
Fire Prevention Plan Review	9741	11,887	2,239	19%
Misc. Current Services	9980	15,000	617.61	4%
Other Revenue/Measure H	9895	86,388	-	0%
TOTAL INTERGOVERNMENTAL		816,997	19,330	2%
Measure O	9066	2,645,510	2,650,655	100%
TOTAL MEASURE O		2,645,510	2,650,655	100%
Grant Funds	9980	99,750		0%
Stale Dated Check	9975	0	(1,926)	
Misc. State Aid	9435	0		
Indemnifying Proceeds	9969	0		
Development Impact Fee	9980	0		
TOTAL OTHER REVENUE		99,750	(1,926)	-2%
TOTAL REVENUE		9,519,598	9,442,717	99%



FIRST QUARTER BUDGET

Rodeo-Hercules Fire Protection District

**EXPENDITURES:
SALARIES &
BENEFITS**

			Q1			
	GL	FINAL	through 09.30	% EXPENDED	Q1 AMORTIZED	% AMORTIZED
DESCRIPTION	CODE	FY2023-24	FY2023-24	BUDGET		
Holiday Pay	1001	218,393	53,749	24.61%	\$ 53,749	24.61%
Permanent Salaries	1011	2,822,138	719,954	25.51%	\$ 719,954	25.51%
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Strike Team Reimbursement	1014-04				\$ (100,138)	
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FICA	1042	58,000	17,092	29.47%	\$ 17,092	29.47%
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TOTAL SALARIES AND BENEFITS		\$ 8,004,419	\$ 2,479,312	30.97%	\$ 2,050,681	25.62%

**EXPENDITURES:
SERVICES &
SUPPLIES**

AGENDA ITEM 11

	GL	FINAL BUDGET	Q1 through 09.30	% EXPENDED	Q1 AMORTIZED	% AMORTIZED
DESCRIPTION	CODE	FY2023-24	FY2023-24	BUDGET		
Office Expenses	2100	34,750	13,607	39.16%	\$ 13,607	39.16%
Books/periodicals/subscriptions	2102	4,000	-	0.00%	\$ -	0.00%
Communications	2110	217,915	27,891	12.80%	\$ 54,479	25.00%
Utilities	2120	41,495	14,279	34.41%	\$ 14,279	34.41%
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Food	2150	4,420	91	2.05%	\$ 91	2.06%
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Data processing supplies	2316	323	-	0.00%	\$ -	0.00%
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Interest on Notes & Warrants	3520	1,000	-	0.00%	\$ -	0.00%
Tax Assessments	3530	23,000	(1,643)	-7.14%	\$ (1,643)	-7.14%
Total Services & Supplies Expenses		1,498,469	450,463	30.06%	\$ 316,017	21.09%

TOTAL OPERATIONAL EXPENSES VS. BUDGETED

		FINAL BUDGET	Q1 through 09.30	% EXPENDED BUDGET	Q1 AMORTIZED	% AMORTIZED
DESCRIPTION	GL CODE	FY2023-24	FY2023-24			
Total Operational Expenses		\$ 9,502,888	\$ 2,929,776	30.83%	\$ 2,366,698	24.91%

**TOTAL REVENUE COLLECTED VS.
BUDGETED**

DESCRIPTION	GL CODE	FINAL BUDGET FY2023-2024	ACTUAL FIRST QTR 2023-2024	% REC'D
TOTAL PROPERTY TAXES		4,595,759	5,410,689	118%
TOTAL BENEFIT DISTRICT		1,361,582	1,363,968	100%
TOTAL INTERGOVERNMENTAL		816,997	19,330	2%
TOTAL MEASURE O		2,645,510	2,650,655	100%
TOTAL OTHER REVENUE		99,750	(1,926)	-2%
TOTAL REVENUE		9,519,598	9,442,717	99%

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: November 8, 2023

SUBJECT: Fire Stations 75 and 76 Alerting Systems

BACKGROUND:

Fire station alerting systems are the hardware and software installed in the fire stations to notify the crews of an emergency call. Commonly referred to as the "lights and bells" these systems provide the network and components to receive notifications from the dispatch center and activate the fire station alerting system of lights, chimes, bells, and radio transmissions.

The emergency alerting systems at fire stations 75 and 76 have been experiencing intermittent critical failures over the past year. When this occurs, it forces crews to rely upon phone calls to the station from dispatch as well as the use of personal cell phones or tablet-based alerting to wake crews for emergencies. The current technology is well beyond end-of-life and is no longer manufactured or supported, making replacement parts nearly impossible to obtain.

The replacement of the alerting systems at both stations 75 and 76 is essential as the failing system is causing an operational deficiency, which places the community at risk.

Funding to replace the alerting systems was requested through Measure X but is yet unfunded. As a backup, funding for this project was identified in the District's Capital budget. If the Measure X funding request is successful, the required funds may then be reimbursed, if allowable. To expedite installation of this essential equipment, staff requests authorization to execute the contracts with some flexibility in timing to allow for the Contra Costa County Board of Supervisors to make a final funding decision on Measure X, which is expected in late November.

Staff secured estimates for the purchase of the equipment from Honeywell (attachment 1), and installation by Tech Electric (attachment 3 and 4). The contract(s) and associated materials are presented here for Board consideration and have been approved by counsel as to form.

PROPOSED AGREEMENT

Stations 75 and 76 Alerting Equipment and software Integrations

Staff secured a proposal from Honeywell (attachment 1) for all equipment and software integration associated with the G2 FSA alerting systems at both stations 75 and 76 in the amount of \$117,721.71.

Stations 75 and 76 Installations

Staff secured an estimate from Tech Electric (attachment 2 and 3) and proposed contract (attachment 4) for all equipment associated with the installation of the alerting systems at station 75 at a cost of 49,580 and station 76 at a cost of \$49,506. The cost for both stations to install new equipment, and remove existing equipment is estimated to be \$99,086. Tech Electric is a USDD G2 trained certified technician.

The total estimated amount for both stations 75 and 76 alerting system replacement projects is \$216,807.71. Staff requests an additional \$15,000 of spending authority to utilize for permits, patching of sheetrock, painting, and restoration of safety solenoid for gas cooking appliances at both stations as well as unforeseen overages bringing the total request of spending authority to \$231,807.71.

It is essential that the alerting equipment and associated software be compatible and interoperable with the District's regional partner agencies and with the communications center. The G2 FSA Honeywell system is fully compatible and interoperable, already being utilized throughout the region. The system is currently used by Contra Costa County dispatch, which negates the need to provide equipment and installation at the dispatch center resulting in significant cost savings. These factors along with the local qualified installer meet California Public Contract section 3400(c)(2) requirements to make a sole source justification. The Honeywell alerting system also meets fair bidding requirements as the system is part of the NPPGov network of which the District is an existing member.

RECOMMENDATION:

Staff respectfully requests the Board of Directors adopt the attached resolution (Attachment 5) making a sole source justification under Cal. Pub. Cont. Code Sec. 3400(c)(2), authorizing the Fire Chief to enter into contract for the replacement of the alerting systems at station 75 and station 76 with Honeywell for all equipment (\$216,807.71) and Tech Electric for installation using approved capital funds with an additional \$15,000 for additional spending authority not to exceed a total project cost of \$231,807.71

Attachments:

1. Honeywell Proposal Stations 75 and 76
2. Tech Electric Estimate Station 75
3. Tech Electric Estimate Station 76
4. Tech Electric Contract
5. Resolution No. 2023-14



US DIGITAL DESIGNS
by Honeywell

Quotation to:

**RODEO-HERCULES
FIRE PROTECTION DISTRICT**

Project:

**G2 Fire Station Alerting System
STATIONS 75 & 76 (NO INSTALL)**

Proposal number:

CA_RHFP005

Revision #

1

Pricing protected pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information is available at: <https://nppgov.com/contract/us-digital-designs>.

Rodeo-Hercules FPD is already Member # M-5709377 & M-5742246

Quote Date:

03-Nov-2023

Quote Expires:

1-Feb-2024

INSTALLATION BY:

**N/A - Not Assumed Nor Included
Customer To Contract Directly**

By:

Erik Hanson
Project Manager

US Digital Designs, Inc.
1835 E Sixth St #27
Tempe, AZ 85281
602-687-1739 direct
602-390-0403 mobile
erik.hanson@honeywell.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/3/23
 Expires: 2/1/24

Quote SUBMITTED TO:
RODEO-HERCULES
FIRE PROTECTION DISTRICT

REF PROPOSAL
CA_RHFP005 v1 STATION-LEVEL

STATION 75

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA.CCCF.FS75_FS76.FSA.2023.11.03.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 1,778.40
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 135.00

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ -
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ -
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ -
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 9,072.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	3	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 202.50	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 1,053.00	
SP10a	Ea	USDD	1	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 1,950.30	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	9	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,029.40	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	2	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 217.80	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ -	
SP15	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,190.70	
SP16	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ -	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Not Assumed Nor Included by USDD - Customer to Contract Directly. Must be completed by G2 Trained/Certified Technician or USDD unable to Warrant or Support)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,551.01	\$ 3,195.91	\$ 3,195.91	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,775.51	\$ 1,597.95	\$ 1,597.95	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 651.02	\$ 585.92	\$ 585.92	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 88.78	\$ 79.90	\$ 79.90	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,918.35	\$ 5,326.52	7989.7725 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,918.35	\$ 5,326.52	\$ -	

STATION 75		System:	\$ 58,724.83
		Shipping:	\$ 1,210.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 59,934.83

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSAAA Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p>

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 11/3/23
 Expires: 2/1/24

Quote SUBMITTED TO:
RODEO-HERCULES
FIRE PROTECTION DISTRICT

REF PROPOSAL
CA_RHFP005 v1 STATION-LEVEL

STATION 76

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA.CCCF.FS75_FS76.FSA.2023.11.03.pdf

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20
SC3a	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ -
SC3b	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 74.00	\$ 66.60	\$ -
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 1,778.40
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 135.00

STATION SYSTEM PERIPHERAL COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08
SP2	Ea	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ -
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,265.00	\$ 1,138.50	\$ -
SP3c	Ea	TBD	0	Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 138.00	\$ 124.20	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ -
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85
SP7	Ea	USDD	3	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 4,117.50

SP8a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ -	
SP8b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 5,670.00	
SP8c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,881.25	\$ 1,693.13	\$ -	
SP9a	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ -	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9c	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 87.60	\$ 78.84	\$ -	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	1	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 1,950.30	
SP10b	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	\$ 77.85	\$ -	
SP10c	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ -	
SP11a	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,702.60	
SP11b	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ -	
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP12b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	\$ 20.70	\$ -	
SP12c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	\$ 57.15	\$ -	
SP12d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 63.50	\$ 57.15	\$ -	
SP13a	Ea	USDD	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 544.50	
SP13b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ -	
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 336.38	
SP15	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ -	
SP16	Ea	USDD	1	Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	\$ 66.78	\$ 66.78	
SP17	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 2,040.00	\$ 1,836.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Not Assumed Nor Included by USDD - Customer to Contract Directly. Must be completed by G2 Trained/Certified Technician or USDD unable to Warrant or Support)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,420.16	\$ 3,078.14	\$ 3,078.14	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,710.08	\$ 1,539.07	\$ 1,539.07	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 627.03	\$ 564.33	\$ 564.33	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 85.50	\$ 76.95	\$ 76.95	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 650.00	\$ 585.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	\$ 6,339.38	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,993.06	\$ 3,593.75	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,700.27	\$ 5,130.24	\$ 7695.35775 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,700.27	\$ 5,130.24	\$ -	

STATION 76		System:	\$ 56,560.88
		Shipping:	\$ 1,226.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 57,786.88

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p>

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 11/3/23
Expires: 2/1/24

Quote SUBMITTED TO:
**RODEO-HERCULES
FIRE PROTECTION DISTRICT**

REF PROPOSAL
CA_RHFP005 v1

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
<hr/>	
STATION-LEVEL SUBTOTAL	117,721.71
Includes: STATION 75 SYSTEM:	59,934.83
STATION 75 WARRANTY & SUPPORT:	-
STATION 75 MISC.:	-
Includes: STATION 76 SYSTEM:	57,786.88
STATION 76 WARRANTY & SUPPORT:	-
STATION 76 MISC.:	-
<p>Notes: Two (2) Station Systems currently included in this proposal, with INSTALLATION NOT INCLUDED - Not Assumed Nor Included by USDD - Customer to Contract Directly. Must be completed by G2 Trained/Certified Technician or USDD unable to Warrant or Support.</p>	
<hr/>	
US Digital Designs System Total:	\$ 117,721.71

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale (“Terms and Conditions”) are effective March 1, 2022 (the “**Terms and Conditions Effective Date**”), and supersede all prior versions covering the sale of products and related services (collectively, “**Products**”, as defined more specifically below) by U.S. Digital Designs, Inc. (“**USDD**”). References to “**Customer**”, “**you**”, or “**your**” all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an “**Order**”) for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer’s legal name and billing address; Customer’s shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD’s acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD’s written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer’s Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD’s acceptance of Customer’s Order is expressly conditioned upon Customer’s assent to the terms and conditions contained herein in their entirety. Customer’s acceptance of delivery from USDD constitutes Customer’s acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD’s costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, “**Surcharges**”). Such Surcharges will not be considered a “price increase” as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

ATTENTION: CHIEF REBECCA RAMIREZ
RODEO / HERCULES FIRE DEPARTMENT
1680 REFUGIO VALLEY RD
HERCULES, CA 94547

Dear Chief Ramirez,

Per your request for an Electrical Quote to **install the new Ring Down System at Fire Station #76 for the Rodeo-Hercules Fire Department**, Tech Electric submits the following.

1. Provide labor and material to install (1) customer supplied ATX Controller.
2. Provide labor and material to install (11) customer supplied LED Speakers.
3. Provide labor and material to install (1) customer supplied G2 Message Remotes.
4. Provide labor and material to install (6) customer supplied Message Signs Standard.
5. Provide labor and material to install (2) customer supplied MS Adaptor Plates.
6. Provide labor and material to install (1) customer supplied Omnistrobes.
7. Provide labor and material to install (0) customer supplied Strobe Lights.
8. Provide labor and material to install (1) customer supplied UPS.
9. Provide labor and material to install (2) customer supplied MS-MNT-ART-L.
10. Provide labor and material to install (2) customer supplied RR2.
11. Provide labor and material to install (5) customer supplied Speaker Flush Mount.
12. Provide labor and material to install (1) customer supplied W/P Speakers.
13. Provide labor and material to install (0) customer supplied Amp.
14. Provide labor and material to install Conduit in App bay only.

15. Provide labor and material to install new 18-4 Low Voltage Wire.
16. Provide labor and material to install new Cat-6 Cable.
17. Provide labor and material to install Gas Shut Off System.
18. Provide labor and material to make all Terminations.
19. Provide labor and material to Program and Test.
20. Provide labor to Commission Station with Honeywell / USDD Tech.

TOTAL PRICE LINE ITEMS #1 - 20: \$41,806.00

21. Provide labor to remove all old Ring Down Equipment after new system has proven itself.

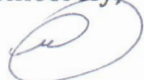
TOTAL PRICE LINE ITEM #21: \$7,700.00

Exclusions: Permit, Premium Labor Rates, Integrating existing Speaker Volume Controls, Integrating existing Lighting, Project Bond, Project Insurance Increase, Patching of Sheetrock, Tape Texture and Paint after old Ring Down Equipment is removed. Install of Solenoid for Cooking Appliance and BBQ.

NOTE: Another Contractor of your choice will have to be Hired to Patch all Sheetrock, Tape, Texture, Paint and Ceiling Tile Replacement after old Ring Down Equipment is removed. Plumbing Contractor will also be needed to install Solenoids for the Cooking Appliance and BBQ. All quoted prices are based on local Prevailing Wage Labor Rates.

Thank you for the opportunity to quote this project, should you have any questions please feel free to call.

Sincerely,



Bob McCabe

President / Owner
Tech Electric
10/29/23

ATTENTION: CHIEF REBECCA RAMIREZ
RODEO / HERCULES FIRE DEPARTMENT
1680 REFUGIO VALLEY RD
HERCULES, CA 94547

Dear Chief Ramirez,

Per your request for an Electrical Quote to **install the new Ring Down System at Fire Station #75 for the Rodeo-Hercules Fire Department**, Tech Electric submits the following.

1. Provide labor and material to install (1) customer supplied ATX Controller.
2. Provide labor and material to install (7) customer supplied LED Speakers.
3. Provide labor and material to install (2) customer supplied G2 Message Remotes.
4. Provide labor and material to install (8) customer supplied Message Signs Standard.
5. Provide labor and material to install (3) customer supplied MS Adaptor Plates.
6. Provide labor and material to install (2) customer supplied Omnistrobes.
7. Provide labor and material to install (2) customer supplied Strobe Lights.
8. Provide labor and material to install (1) customer supplied UPS.
9. Provide labor and material to install (3) customer supplied MS-MNT-ART-L.
10. Provide labor and material to install (1) customer supplied RR2.
11. Provide labor and material to install (4) customer supplied Speaker Flush Mount.
12. Provide labor and material to install (0) customer supplied W/P Speakers.
13. Provide labor and material to install (0) customer supplied Amp.
14. Provide labor and material to install Conduit in App bay only.

15. Provide labor and material to install new 18-4 Low Voltage Wire.
16. Provide labor and material to install new Cat-6 Cable.
17. Provide labor and material to install Gas Shut Off System.
18. Provide labor and material to make all Terminations.
19. Provide labor and material to Program and Test.
20. Provide labor to Commission Station with Honeywell / USDD Tech.

TOTAL PRICE LINE ITEMS #1 - 20: \$41,880.00

21. Provide labor to remove all old Ring Down Equipment after new system has proven itself.

TOTAL PRICE LINE ITEM #21: \$7,700.00

Exclusions: Permit, Premium Labor Rates, Integrating existing Speaker Volume Controls, Integrating existing Lighting, Project Bond, Project Insurance Increase, Patching of Sheetrock, Tape Texture and Paint after old Ring Down Equipment is removed. Install of Solenoid for Cooking Appliance and BBQ.

NOTE: Another Contractor of your choice will have to be Hired to Patch all Sheetrock, Tape, Texture, Paint and Ceiling Tile Replacement after old Ring Down Equipment is removed. Plumbing Contractor will also be needed to install Solenoids for the Cooking Appliance and BBQ. All quoted prices are based on local Prevailing Wage Labor Rates.

Thank you for the opportunity to quote this project, should you have any questions please feel free to call.

Sincerely,

Bob McCabe



President / Owner
Tech Electric
10/29/23

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND
Tech Electric
FOR
Fire Stations 75 and 76 Alerting System Installation**

THIS AGREEMENT for emergency facility repairs and renovation services is made by and between the Rodeo-Hercules Fire Protection District (“District”) and Tech Electric (“Contractor”) (together sometimes referred to as the “Parties”) as of November 9, 2023 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end February 1, 2024 upon satisfactory completion and District acceptance of the work specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor’s obligations hereunder.
- 1.5 **Reserved.**
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless

currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. District hereby agrees to pay Contractor a sum not to exceed, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. The cost for the installation of alerting systems, removal of old equipment and restoration of finish are \$49,580 for Station 75 and \$49,506 for Station 76 with a total not to exceed amount of \$99,086. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person. All change orders must be approved in writing by the Contract Administrator, and may be subject to budget approval by the Board of Directors. No change order is approved or effective without express written approval of the Contract Administrator.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Compensation for services rendered shall be paid on a time and expenses basis as stated in Contractor's proposal, attached hereto as Attachment B, and shall not exceed the maximum total payment amount under this Agreement listed above. Contractor shall submit invoices or pay applications, not more often than once a month during the term of this Agreement, based on the cost for time and expense billable within a given month.
- 2.2 **Monthly Payment.** District shall make monthly payments, based on invoices or pay applications received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

- 2.3 Final Payment.** District shall pay the last 5% of the total sum due pursuant to this Agreement within 30 days after District acceptance of each project and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Contractor pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses. Should reimbursable expenses occur, the total amount of reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work accepted by District as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 Liquidated Damages.** Failure of Contractor to respond to problems referred to it by District within the time limits established in Subsection 1.2 of this Agreement, or to complete the Agreement by February 1, 2024 shall result in liquidated damages of \$250 per day.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment

listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to District to use facilities or equipment not otherwise listed herein.

- 3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the District and regulatory agencies that may be on or about the work.

The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on District property could be hazardous. Contractor shall carefully instruct all personnel working on District property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other District requirements contained in any specifications, special conditions or manuals, which shall be made available by District upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the District to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT DISTRICT'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the District, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the District's existing sanitary facilities, unless previously authorized by the District.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

District reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then District may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 RESERVED.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial

guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the District.

4.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted..

4.6 Remedies. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

Contractor shall also indemnify, defend and hold harmless the District from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the District or any of its officers, employees,

volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the District against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the District. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS), or Contra Costa County Employees' Retirement Association as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or CCCERA benefits.

- 6.2 **Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, including a valid Contractor's State License Board license. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the applicable city or county, respectively.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement.

- 8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by the Fire Chief ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:
 Tech Electric
 12845 Clayton Road
 San Jose, CA 95127
 Ph: 408-937-1799
 Email: bobm@tech-electric.com

Any written notice to District shall be sent to:
 Fire Chief Rebecca Ramirez
 Rodeo-Hercules Fire Protection District

1680 Refugio Valley Road
 Hercules, CA 94547
ramirez@rhfd.org

With a copy to:
 Captain Derek Cochnauer
 Rodeo-Hercules Fire Protection District
 1680 Refugio Valley Road
 Hercules, CA 94547
cochnauer@rhfd.org

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A & B represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services, Compensation Schedule & Reimbursable Expenses
<u>Exhibit B</u>	Prevailing Wage Requirements

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

RODEO-HERCULES FIRE
PROTECTION DISTRICT

Tech Electric

Rebecca Ramirez, Interim Fire Chief

Its: _____

Attest:

Contractor's DIR Registration Number

Kimberly Corcoran, District Secretary

Contractors CSLB #

Approved as to Form:

Richard D. Pio Roda, District Counsel

ATTENTION: CHIEF REBECCA RAMIREZ
RODEO / HERCULES FIRE DEPARTMENT
1680 REFUGIO VALLEY RD
HERCULES, CA 94547

Dear Chief Ramirez,

Per your request for an Electrical Quote to **install the new Ring Down System at Fire Station #76 for the Rodeo-Hercules Fire Department**, Tech Electric submits the following.

1. Provide labor and material to install (1) customer supplied ATX Controller.
2. Provide labor and material to install (11) customer supplied LED Speakers.
3. Provide labor and material to install (1) customer supplied G2 Message Remotes.
4. Provide labor and material to install (6) customer supplied Message Signs Standard.
5. Provide labor and material to install (2) customer supplied MS Adaptor Plates.
6. Provide labor and material to install (1) customer supplied Omnistrobes.
7. Provide labor and material to install (0) customer supplied Strobe Lights.
8. Provide labor and material to install (1) customer supplied UPS.
9. Provide labor and material to install (2) customer supplied MS-MNT-ART-L.
10. Provide labor and material to install (2) customer supplied RR2.
11. Provide labor and material to install (5) customer supplied Speaker Flush Mount.
12. Provide labor and material to install (1) customer supplied W/P Speakers.
13. Provide labor and material to install (0) customer supplied Amp.
14. Provide labor and material to install Conduit in App bay only.

15. Provide labor and material to install new 18-4 Low Voltage Wire.
16. Provide labor and material to install new Cat-6 Cable.
17. Provide labor and material to install Gas Shut Off System.
18. Provide labor and material to make all Terminations.
19. Provide labor and material to Program and Test.
20. Provide labor to Commission Station with Honeywell / USDD Tech.

TOTAL PRICE LINE ITEMS #1 - 20: \$41,806.00

21. Provide labor to remove all old Ring Down Equipment after new system has proven itself.

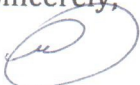
TOTAL PRICE LINE ITEM #21: \$7,700.00

Exclusions: Permit, Premium Labor Rates, Integrating existing Speaker Volume Controls, Integrating existing Lighting, Project Bond, Project Insurance Increase, Patching of Sheetrock, Tape Texture and Paint after old Ring Down Equipment is removed. Install of Solenoid for Cooking Appliance and BBQ.

NOTE: Another Contractor of your choice will have to be Hired to Patch all Sheetrock, Tape, Texture, Paint and Ceiling Tile Replacement after old Ring Down Equipment is removed. Plumbing Contractor will also be needed to install Solenoids for the Cooking Appliance and BBQ. All quoted prices are based on local Prevailing Wage Labor Rates.

Thank you for the opportunity to quote this project, should you have any questions please feel free to call.

Sincerely,



Bob McCabe

President / Owner
Tech Electric
10/29/23

ATTENTION: CHIEF REBECCA RAMIREZ
RODEO / HERCULES FIRE DEPARTMENT
1680 REFUGIO VALLEY RD
HERCULES, CA 94547

Dear Chief Ramirez,

Per your request for an Electrical Quote to **install the new Ring Down System at Fire Station #75 for the Rodeo-Hercules Fire Department**, Tech Electric submits the following.

1. Provide labor and material to install (1) customer supplied ATX Controller.
2. Provide labor and material to install (7) customer supplied LED Speakers.
3. Provide labor and material to install (2) customer supplied G2 Message Remotes.
4. Provide labor and material to install (8) customer supplied Message Signs Standard.
5. Provide labor and material to install (3) customer supplied MS Adaptor Plates.
6. Provide labor and material to install (2) customer supplied Omnistrobes.
7. Provide labor and material to install (2) customer supplied Strobe Lights.
8. Provide labor and material to install (1) customer supplied UPS.
9. Provide labor and material to install (3) customer supplied MS-MNT-ART-L.
10. Provide labor and material to install (1) customer supplied RR2.
11. Provide labor and material to install (4) customer supplied Speaker Flush Mount.
12. Provide labor and material to install (0) customer supplied W/P Speakers.
13. Provide labor and material to install (0) customer supplied Amp.
14. Provide labor and material to install Conduit in App bay only.

15. Provide labor and material to install new 18-4 Low Voltage Wire.
16. Provide labor and material to install new Cat-6 Cable.
17. Provide labor and material to install Gas Shut Off System.
18. Provide labor and material to make all Terminations.
19. Provide labor and material to Program and Test.
20. Provide labor to Commission Station with Honeywell / USDD Tech.

TOTAL PRICE LINE ITEMS #1 - 20: \$41,880.00

21. Provide labor to remove all old Ring Down Equipment after new system has proven itself.

TOTAL PRICE LINE ITEM #21: \$7,700.00

Exclusions: Permit, Premium Labor Rates, Integrating existing Speaker Volume Controls, Integrating existing Lighting, Project Bond, Project Insurance Increase, Patching of Sheetrock, Tape Texture and Paint after old Ring Down Equipment is removed. Install of Solenoid for Cooking Appliance and BBQ.

NOTE: Another Contractor of your choice will have to be Hired to Patch all Sheetrock, Tape, Texture, Paint and Ceiling Tile Replacement after old Ring Down Equipment is removed. Plumbing Contractor will also be needed to install Solenoids for the Cooking Appliance and BBQ. All quoted prices are based on local Prevailing Wage Labor Rates.

Thank you for the opportunity to quote this project, should you have any questions please feel free to call.

Sincerely,

Bob McCabe



President / Owner
Tech Electric
10/29/23

EXHIBIT B**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.****HOURS OF WORK:**

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the District \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the District's Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

RESOLUTION 2023-14**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE PROTECTION DISTRICT APPROVING REPLACEMENT OF EMERGENCY ALERTING SYSTEMS AT FIRE STATIONS 75 AND 76**

WHEREAS the Rodeo-Hercules Fire Protection District (RHFD) desires to replace the emergency alerting systems at Station 75 and Station 76 due to the current system having critical failures over the past year.

WHEREAS, in the interest of the health and safety of the community, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement with Honeywell for the purchase of alerting system equipment with an estimated amount for both projects of \$117,721.71 and includes one (1) alerting system at station 76 and one (1) alerting system at station 75.

WHEREAS, in the interest of the health and safety of the community, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement with Tech Electric for the installation of alerting system equipment with an estimated amount for both projects of \$99,086.00 and includes one (1) alerting system installation at station 76 and one (1) alerting system installation at station 75. The Fire Chief also recommends an additional \$15,000 of spending authority to utilize for overages including but not limited to permits, patching of sheetrock, painting, and restoration of safety solenoid for gas cooking appliances at both stations as well as unforeseen overages bringing the total request of spending authority to \$231,807.71.

NOW, THEREFORE, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE**:

That the Board finds under California Public Contract Code section 3400(c)(1) and (c)(2) that designating the purchase to the specific brand and installer is necessary because the purchase and installation of the alerting system is in order that a field test or experiment may be made to determine the product's suitability for future use and in order to match other products in use by the District's dispatch system. The Board finds that because of the age of the previous alerting system, the lack of service and support because of the age of the system, and the critical importance of an emergency alerting system to the fire district's operations to prevent failures that could impact the saving of lives or preserving of property, it is also necessary to determine through field test that the support and service necessary will meet the District's standards and that the installer is interoperable with Dispatch and is a USDD G2 trained certified technician; and

That the Board approves and authorizes the Fire Chief to execute contracts with Honeywell and Tech Electric for alerting system replacement to both stations for a total price not to exceed \$216,807.71 and further approves and authorizes the Fire Chief an additional \$15,000 spending authority for overages including but not limited to permits, patching of sheetrock, painting, and restoration of safety solenoid for gas cooking appliances for a total projected maximum of \$231,807.71, and

That **IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT** are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 8th day of November 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Bowman, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: November 8, 2023

SUBJECT: Measure O Exemptions

BACKGROUND

In 2016, Rodeo Hercules Fire Protection District voters approved the levy of a special tax on parcels located within the District to fund the lawful expenses of the District as authorized by the Fire Protection District Law of 1987. This parcel tax is commonly known as Measure O.

In June 2023, staff received public inquiries regarding properties that are “common area” with “no value.” The inquiry involved the District double-checking on the validity of the parcel tax and its application to all parcels in the District. The public inquiry further requested these properties should be exempted from all present, delinquent, and future Measure O fees.

Counsel found Measure O applies to all parcels of real property in the Rodeo Hercules Fire Protection District. “Parcel” is defined in Measure O as a parcel of real property having a separate assessor’s parcel number as shown on the last equalized assessment roll of Contra Costa County. Counsel determined no exemption exists within Measure O for common area parcels, nor do any exemptions exist for such parcels in State law. The tax is applied to such parcels just like any other parcel. Within the text of Measure O, there exists one exemption. The tax is not imposed on any parcel owned or occupied by a person or persons 65 years of age or older, when an annual exemption form is received and accepted. This exemption is commonly referred to as the “Senor Exemption.” This information was delivered to the Board during the August 10th regular meeting.

The Board requested staff determine what level of risk might exist on the parcels in question, cost to provide services including response and inspections, and level of fiscal impact if these properties were to be exempted. Staff findings are described below.

DISCUSSIONRisk

A total of 378 properties were identified as being both “common area” and “no value.” 10% of the properties were randomly selected for site evaluation and assessment of risk. The assessment included probability of occurrence and severity of fire, rescue, and emergency medical emergencies should they occur. The assessment varied dramatically with some parcels having almost no risk to other parcels that had significant and evident risk. When the risk score was high it was related to wildfire. Assessing the cost to protect all such parcels in the aggregate would be very difficult due to the wide variance of risk. The sampling found no structures on the identified parcels, though many parcels were adjacent to or encircled structures.

Fiscal Impact

The Fire Department presently inspects vacant properties for weed abatement only when a complaint is received. The cost of an engine company to respond, assess, and follow up would be \$451.24 per hour (based on Office of Emergency Services reimbursement rate 2023). Routine and proactive inspection for weed abatement does not presently occur unless there is a complaint; fees are not presently charged.

The Measure O parcel tax for FY2023-24 is \$245 per parcel. If all 378 parcels identified as common area and no value were exempted from Measure O fees, the District would experience a reduction in revenue of \$92,610 for FY2023-24 alone. This number would likely increase over time. In my opinion, for our District's finances, this impact would be significant.

Homeowners' associations or others who may have several parcels which are identified as common area and no value incur parcel fees for every parcel including those identified as common area and no value.

CONCLUSION

The only exemption that presently exists for Measure O is the Senior Exemption. Measure O does not presently provide exemptions for common area, or no value parcels. The Board may, however, grant an exemption for such parcels if it wishes to do so. Section 7 of Measure O allows the Board to adopt exemptions by resolution.

OPTIONS

The Board may:

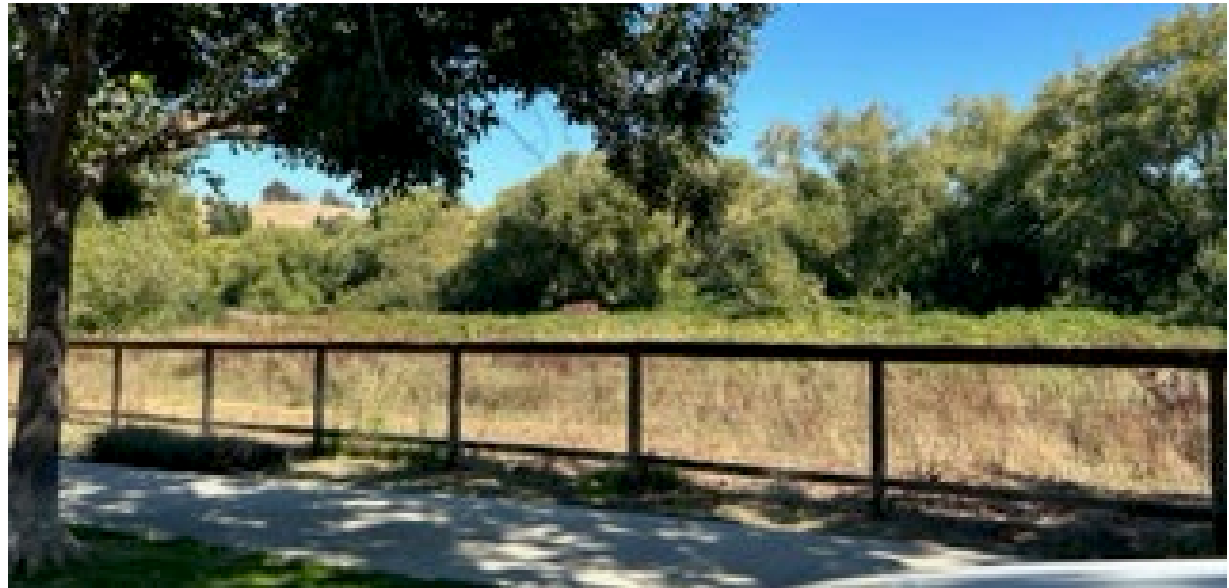
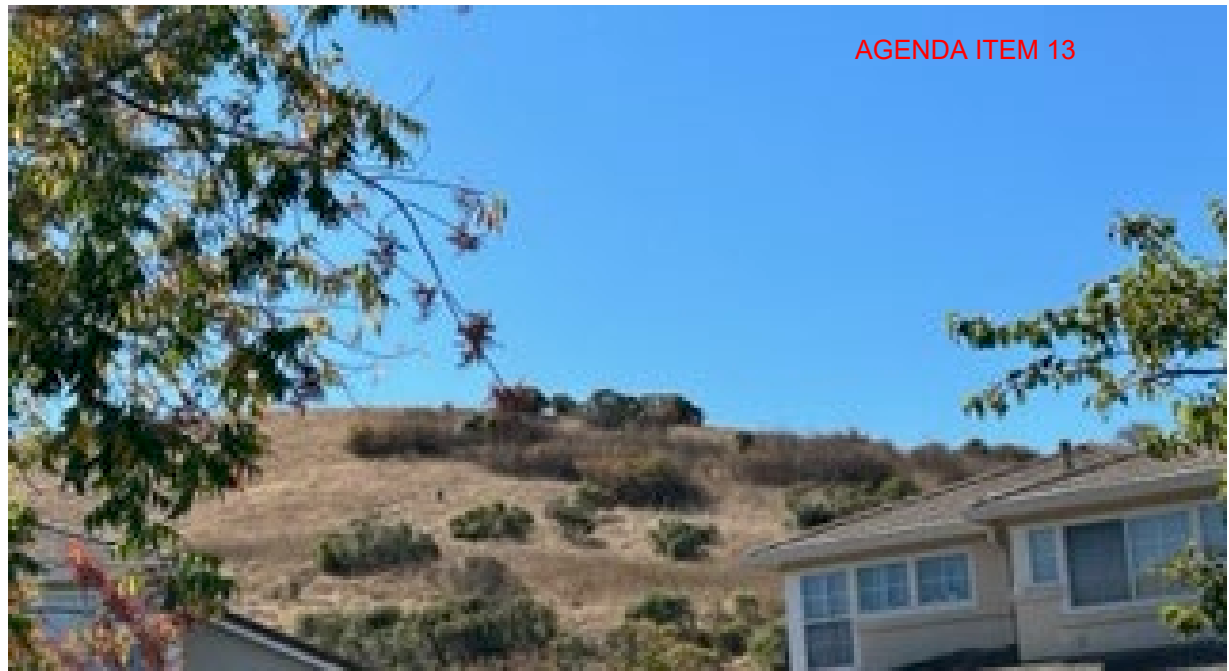
1. Continue as is, without an exemption for common areas, no value parcels; or
2. Consider the adoption of an exemption for common areas, no value parcels.

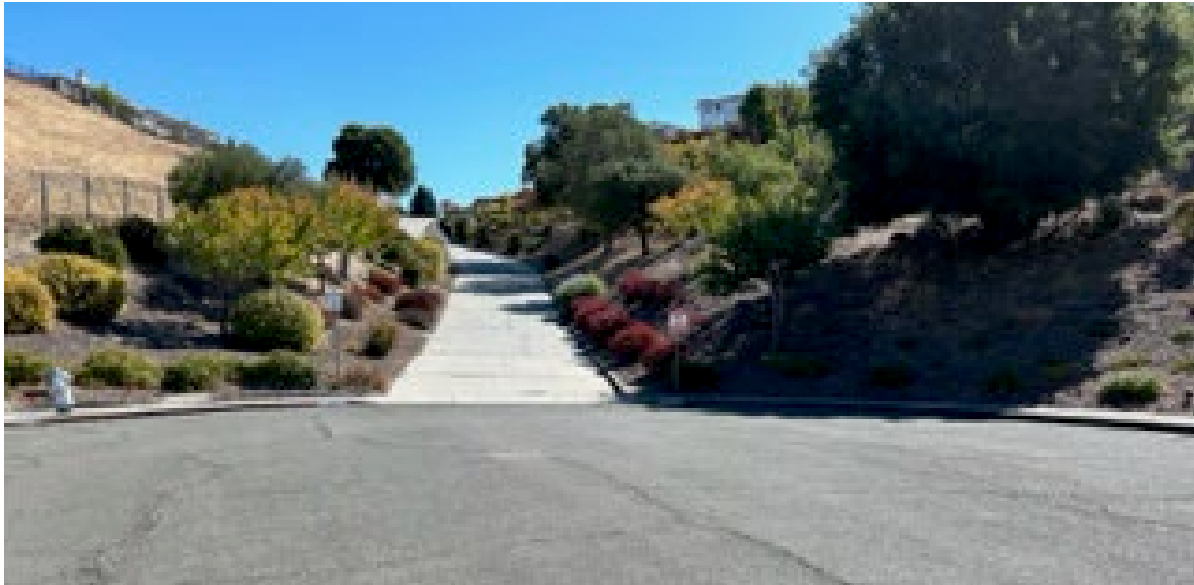
RECOMMENDATION

Staff recommends option 1, continue as is, without additional exemptions.









AGENDA ITEM 13

BOARDMEMBER ONBOARDING INFORMATION

- | | |
|-----------------------|--|
| NOVEMBER | <ul style="list-style-type: none"> • Election |
| DECEMBER | <ul style="list-style-type: none"> • County Certifies Results • Request District email for new board member(s) • Prepare Oath of Office • Prepare New Board Member Handbook • Counsel sends letter to new board member(s) |
| JANUARY | <ul style="list-style-type: none"> • New board member(s) sworn in at Board meeting |
| FEBRUARY/MARCH | <ul style="list-style-type: none"> • Reminders re Form 700s due • Clerk and Netfile send reminders |

VACANCY**Once notice of vacancy received:**

- Counsel notifies county of vacancy
- Board options provided at next meeting (or special meeting)
- If board chooses to appoint, public notices are posted
- Applications accepted; board meeting to review and accept candidate
- If no board candidate selected, letter sent to Board of Supervisors for possible appointment; or election held

VACANCY GUIDELINES

The District has several options for filling vacancies, including the appointment of an individual to fill the vacancy, calling an election, or allowing the county board of supervisors to make an appointment (Cal. Govt. Code section 1780).

The District must notify the county elections official of the vacancy no later than 15 days after either the date on which the board is notified of the vacancy, or the effective date of the vacancy, whichever is later.

After notifying the county elections official, a majority of the remaining members may take one of the following actions:

1. Appoint an individual to fill the vacancy.

- Fifteen days prior to the appointment, the District must post notice of the vacancy in three or more conspicuous places in the District. If the Board chooses this option, District staff will widely post the vacancy, including but not limited to at the City of Hercules Public Library, the District's fire stations, the District's website, Hercules City Hall, and the Rodeo Senior Center.

- The Board must make the appointment within 60 days of either the date on which the Board is notified of the vacancy, or the effective date of the vacancy, whichever is later.

- The District must notify the county elections official within 15 days after the Board makes its appointment.

2. Call an election to fill the vacancy. If the Board wishes to hold an election instead of making an appointment, the Board must call the election within 60 days of the effective date of the vacancy. The election would then be held at the “next established election date” that is 130 or more days after the date the board calls the election.

3. Allow the County Board of Supervisors to take action. If the District Board neither makes an appointment nor calls an election, then the County Board of Supervisors may make the appointment. Instead of making the appointment, the Board of Supervisors could order the District to call an election. If the Board of Supervisors fails to fill the seat by appointment within 90 days of the effective date of the vacancy then the District must hold an election at the “next established election date” that is 130 or more days after the date the District Board calls the election.



**Rodeo-Hercules
Fire Protection
District**

**New Board
Member
Handbook**

Welcome Letter

Board Responsibilities

Contact Sheet

Brown Act

**CSDA Board Member
Handbook**

Finance Overview

2022-23 Budget

Measure O

**Code of Ethics and
Conduct**

**Fire Protection District
Law of 1987**

Rodeo-Hercules Fire Protection District
MEMORANDUM

To: Board of Directors, Rodeo-Hercules Fire District
From: Rebecca Ramirez, Interim Fire Chief
Subject: Fire Chief's Report
Date: November 8, 2023

Labor Relations /Personnel

All crews have been cycling through their annual physicals. Congratulations to FF Justin Creecy who just completed his Driver/Operator task book. All but two firefighters are cleared to act as engineer to drive apparatus. Engineer promotional testing is scheduled for January 24th. Clancy and Associates will conduct the process and an agreement for \$8,500 has been executed.

Reporting: Chief Ramirez

Operations

- C-shift responded to an accident with a fatality off the roadway at I-80 and Cumming Skyway that occurred in the early morning of 10/30.
- A-Shift went the next morning to assist the coroner with body recovery.
- CPR for a two-year-old child.

Access issue when responding to Midship Drive area. Suggested to have Hercules Public Works and Bay Pointe HOA paint curbs red and trim trees along the 3 entrances off Refugio Valley Rd. Fire apparatus cannot access Midship Drive off Refugio Valley Rd. due to parked cars and overgrown trees.

Reporting: Line Captain or Chief Ramirez

Training

Multi-company training is continuing with Contra Costa County Fire District, Richmond Fire Department, El Cerrito Fire Department and Rodeo-Hercules Fire District. A75 Training has been continuing with engineer training in preparation for the upcoming Engineers test. Crews continue EMS education. All Paramedics have completed PALs.

Reporting: Line Captain

Facilities/Equipment

Station 76 bathroom remodel scheduled to begin this month. The burn trailer was donated to Hopland Fire District in Mendocino County.

Reporting: Chief Ramirez

Fleet Management

Engine 376 is back in service after being in the repair shop for 4 weeks. Engine 375 is in the shop with electrical issues and plumbing repairs due to corrosion. Engine 75 has returned from the shop. 375 has

gone into the shop for a leak and some emergency lighting repairs. New Battalion Chief SUV is at the outfitters for a cargo workstation build and electronics installation. ETA is 4 weeks.

Builders have been asked to submit preliminary specifications and build drawings for potential new aerial apparatus. Type I engines are also being priced.

Reporting: Line Captain or Chief Ramirez

Grants/Reimbursements

FEMA has officially denied the grant request for radios. Measure X subcommittee met and the initial rating of fire requests was unfavorable. Final word from Board of Supervisors is expected later this month.

Reporting: Chief Ramirez

Community Risk Reduction

We are scheduling school visits and station visits. Q76 visited Ohlone Kindergarten classes last month. A Hercules high school special ed class is on the calendar for a visit to Station 76 and we are waiting for confirmation from another high school class. Firefighter Guzman is assisting with coordination of outreach to 3rd grade classes at all 5 elementary schools in the district.

Reporting: Chief Ramirez

Prevention

Crews have completed inspection program review with George Apple. Recent increase in solar project submissions. New software platform with "First Due" for tracking and billing of inspections has been purchased for \$9,450 for the first year and \$8,450 thereafter should we choose to renew.

Reporting: Chief Ramirez

Fiscal Stabilization – Annual audit is underway. Quarterly budget presentation given.

Reporting: Chief Ramirez

Community Activities/Meetings – Had our annual open house at station 76. - ALL crews assisted with this year's fire station open house event. Crews attended the Trunk or Treat event at the City of Hercules Swim Center and drove around handing out candy to trick or treaters on Halloween night. B/C Johnson attended CAP meeting at Phillips 66 on 11/1.

Reporting: Chief Ramirez

Incident Type Count Report

Date Range: From 10/1/2023 To 10/31/2023

Selected Station(s): All

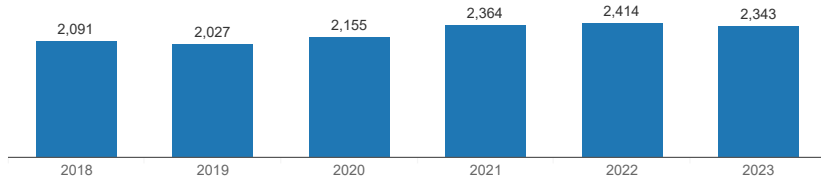
<u>Incident Type</u>	<u>Description</u>	<u>Count</u>	
Station:			
Incident Type is blanks		85	28.24%
Total - incident type left blank		85	100.00%
Total for Station		85	28.24%
Station: 75			
111 - Building fire		1	0.33%
118 - Trash or rubbish fire, contained		1	0.33%
140 - Natural vegetation fire, other		1	0.33%
150 - Outside rubbish fire, other		1	0.33%
151 - Outside rubbish, trash or waste fire		1	0.33%
Total - Fires		5	5.56%
311 - Medical assist, assist EMS crew		1	0.33%
321 - EMS call, excluding vehicle accident with injury		42	13.95%
322 - Vehicle accident with injuries		3	1.00%
Total - Rescue & Emergency Medical Service Incidents		46	51.11%
412 - Gas leak (natural gas or LPG)		1	0.33%
Total - Hazardous Conditions (No fire)		1	1.11%
553 - Public service		3	1.00%
Total - Service Call		3	3.33%
611 - Dispatched & cancelled en route		18	5.98%
651 - Smoke scare, odor of smoke		3	1.00%
653 - Barbecue, tar kettle		1	0.33%
Total - Good Intent Call		22	24.44%
700 - False alarm or false call, other		5	1.66%
740 - Unintentional transmission of alarm, other		2	0.66%
743 - Smoke detector activation, no fire - unintentional		2	0.66%
745 - Alarm system sounded, no fire - unintentional		4	1.33%
Total - Fals Alarm & False Call		13	14.44%
Total for Station		90	29.90%
Station: 76			
111 - Building fire		1	0.33%
Total - Fires		1	0.81%
321 - EMS call, excluding vehicle accident with injury		61	20.27%
322 - Vehicle accident with injuries		6	1.99%
324 - Motor vehicle accident with no injuries		1	0.33%
Total - Rescue & Emergency Medical Service Incidents		68	54.84%
400 - Hazardous condition, other		1	0.33%
440 - Electrical wiring/equipment problem, other		1	0.33%
4631 - Vehicle accident Cancelled en route		1	0.33%
Total - Hazardous Conditions (No fire)		3	2.42%

Incident

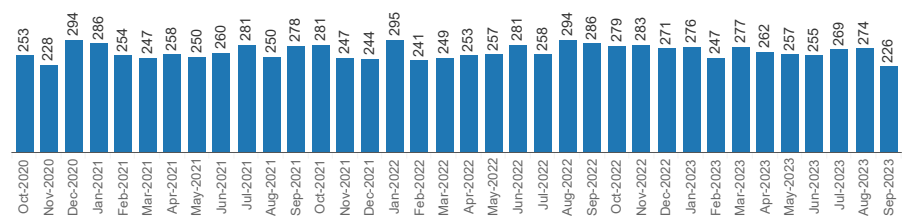
<u>Type</u>	<u>Description</u>	<u>Count</u>	
Station: 76 - (Continued)			
511 - Lock-out		1	0.33%
542 - Animal rescue		1	0.33%
550 - Public service assistance, other		4	1.33%
553 - Public service		2	0.66%
554 - Assist invalid		3	1.00%
Total - Service Call		11	8.87%
611 - Dispatched & cancelled en route		23	7.64%
651 - Smoke scare, odor of smoke		1	0.33%
Total - Good Intent Call		24	19.35%
700 - False alarm or false call, other		13	4.32%
733 - Smoke detector activation due to malfunction		1	0.33%
740 - Unintentional transmission of alarm, other		2	0.66%
743 - Smoke detector activation, no fire - unintentional		1	0.33%
Total - Fals Alarm & False Call		17	13.71%
Total for Station		124	41.20%
Station: MA			
321 - EMS call, excluding vehicle accident with injury		1	0.33%
322 - Vehicle accident with injuries		1	0.33%
Total - Rescue & Emergency Medical Service Incidents		2	100.00%
Total for Station		2	0.66%
		301	100.00%

Rodeo Hercules - September 2023 - Incident Snapshot

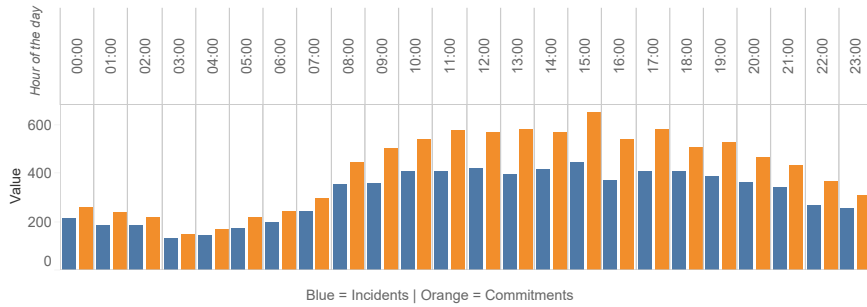
Number of Incidents Year to Date Year-Over-Year - January to September



Number of Incidents by Month (Last 36 Months)

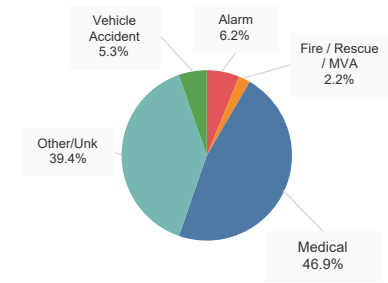


Number of Incidents and Number of Engine and Truck Commitments by Hour of Day Over 36 Months



Number of Incidents by Type - September 2023

Type	Incidents	% of Total
Alarm	14	6.2%
Fire / Rescue / MVA	5	2.2%
Medical	106	46.9%
Other/Unk	89	39.4%
Vehicle Accident	12	5.3%
Grand Total	226	100.0%



Average Times for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including September 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:30	54.8%	00:01:33	115
Turnout	00:01:50	49.5%	00:01:50	103
Travel			00:05:06	113
Total Response			00:08:19	115
Response	00:06:00	43.9%	00:06:49	114

Average Times for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including September 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:00	29.98%	00:01:37	1,084
Turnout	00:01:30	39.03%	00:01:45	1,007
Travel			00:04:22	1,083
Total Response			00:07:39	1,084
Response	00:05:40	42.07%	00:06:06	1,084

Mutual and Auto Aid for the Last 12 Months
Total Amount of Time Committed by Engines and Trucks from Rodeo Hercules to Other Agencies and From Those Agencies to Rodeo Hercules

Jurisdiction	Given	Received
CCCFPD	131:23:31	125:36:00
Crockett	38:31:06	48:15:53
El Cerrito	00:30:36	01:14:37
Richmond	04:52:41	00:31:38
Other	00:00:00	05:59:10
Grand Total	175:17:54	181:37:18

MEMORANDUM

TO: Rebecca Ramirez, INTERIM FIRE CHIEF, RODEO - HERCULES FIRE DISTRICT

FROM: Board of Directors, RODEO - HERCULES FIRE DISTRICT

DATE: November 1, 2023

SUBJECT: CSDA Special District Leadership Academy

The Board of Directors attended subject California Special District Association conference from October 22 - 25, 2023. Board participation at this conference meets recommendation #3 (bullet #1) of the Management/Administration Assessment of the Strategic Plan: "All current and future Board members should attend the CSDA Leadership Academy and Governance Conference for Elected and Appointed Directors." With regard to costs incurred by our five attendees, RHFD was awarded the maximum of two scholarships to defray registration fees. In addition RHFD benefitted from registration fee discounts based on having multiple participants from the same agency. As anticipated by Strategic Plan recommendation #3, our Board is returning from the Leadership Academy with key learnings that will benefit the District.

Pursuant to bullet #2 of the same Strategic Plan recommendation, the Board previously approved RHFD joining the CSDA. Membership in CSDA will provide resources and opportunities, including continuing education and training, at discounted or no cost. We look forward to the District following through on the Board's approval. Does staff need anything else from CSDA or Chair Bowman to complete the task of joining CSDA?

The conference's purpose and schedule are set forth below, as required by the District to document attendee costs.

Purpose of Conference:

The conference is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program, which recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities for both new and experienced special district board members.

First time participants complete all four modules of the Special District Leadership Academy:

- Governance Foundations
- Setting Direction/Community Leadership
- Board's Role in Human Resources
- Board's Role in Finance and Fiscal Accountability

First Time Attendee Schedule:

Sunday, October 22, 2023

5:30 – 7:00 p.m.

REGISTRATION AND NETWORKING RECEPTION

Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

Monday, October 23, 2023

8:30 – 10:00 a.m.

Building a Foundation for Good Governance

**This session covers Module 1 of the Special District Leadership Academy: Governance Foundations.*

In this conference session, the instructor will lay the groundwork for good governance in your district.

Attendees will discover:

- Why good governance is so important to the overall well-being of the district
- The traits of effective board members
- What good governance means and how to effectively put it into practice
- How to move your board from “I” to “we,” including how to become an effective team, establish team standards, and essential conditions for team building

10:00 – 10:30 a.m.

Break (*All Attendees*)

10:30 a.m. – 12:30 p.m.

Building a Foundation for Good Governance (*continued*)

12:30 – 1:30 p.m.

Lunch Provided (*All Attendees*)

1:45 – 3:00 p.m.

Defining Board/Staff Roles and Relationships

** This session covers Module 4 of the Special District Leadership Academy: Board's Role in Human Resources*

This conference session will teach participants how to determine the human resource (HR) health of their district and what areas to focus on as a board and individual governing official including:

- Identifying the board's role in human resources
- Recognizing HR red flags and positive indicators
- Developing and maintaining essential HR policies
- Covering confidentiality and legal liabilities
- Evaluating the general manager

3:00 – 3:30 p.m.

BREAK

3:30 – 4:30 p.m.

Defining Board/Staff Roles and Relationships (*continued*)

5:30 p.m. – 7:00 p.m.

Sip and Savor Evening Reception

Sponsored by the Special District Risk Management Authority (SDRMA)



Tuesday, October 24, 2023

8:30 – 10:00 a.m.

Fulfilling Your District’s Mission: Charting the Course

** This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership*

This conference session will highlight the importance of setting the direction for your district. Learn the critical components of direction setting for your district along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing and fulfilling your district’s mission, vision, values, strategic goals, and how to communicate those objectives to your constituents.

10:00 – 10:30 a.m.

BREAK (All Attendees)

10:30 a.m. – 12:00 p.m.

Fulfilling Your District’s Mission: Charting the Course (continued)

12:00 – 1:00 p.m.

Lunch Provided (All Attendees)

1:15 – 2:45 p.m.

Get the Word Out! Best Practices for Communication and Outreach

** This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership*

This conference session looks at common communication breakdowns and potential areas for improvement in public agency communications. It will discuss proper and effective communication methods to be aware of as a governing official including:

- Identifying audiences
 - Responding to public input
 - Media relations
 - Legislative outreach and advocacy
-

2:45 – 3:00 p.m.

BREAK (*All Attendees*)

3:00 – 4:00 p.m.

Get the Word Out! Best Practices for Communication and Outreach
(*continued*)

4:00 - 5:00 p.m.

CSDA Benefits B-I-N-G-O sponsored by California CLASS

We love maximizing the benefits we offer. You love winning prizes! Let's all do what we love at the Special District Leadership Academy Conference. We start with an exploration of membership benefits to make sure your district is taking full advantage of all we provide. Along the way, you'll win prizes and enjoy refreshing beverages!

Wednesday, October 25, 2023

8:30 – 10:00 a.m.

Show Me the Money! What Do Board Members Need to Know about District Finances?

** This session covers Module 3 of the Special District Leadership Academy: Board's Role in Finance and Fiscal Accountability*

This conference session will provide a review and insight of important financial concepts, reports, and policies specific to public agencies including special districts. Attendees will learn:

- How to ask the right questions
- How to link the finance process to the district mission and goals

- Budget process, budget assessment, and communicating budget information to the public
 - How to develop and analyze capital improvement plans and reserve guidelines.
-

10:00 – 10:15 a.m.

BREAK (*All Attendees*)

10:15 a.m. – 12:00 p.m.

Show Me the Money! What Do Board Members Need to Know about District Finances? (*continued*)

12:00 p.m.

Graduation Certificate Distribution

First-time attendees must attend all sessions in order to receive their certificate at the conclusion of the conference.

Attendees:

Directors Bowman, Davidson, Doss, Hill and Mikel.