



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, June 13, 2019 – 6:00 PM

Sacramento Metropolitan Fire District
10545 Armstrong Avenue
Board Room – Second Floor
Mather, California

Gay Jones
Board President
Division 8

Jennifer Sheetz
Board Vice President
Division 5

Matt Kelly
Board Secretary
Division 7

Cynthia Saylor
Board Member
Division 1

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Jim Barnes
Board Member
Division 9

The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.

CALL TO ORDER

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, June 16th at 4:00pm and Monday, June 17th at 6:00pm on Channel 14; Webcast at www.sacmetro cable.tv.

The open session Meetings are also available for viewing on the District website at www.metrofire.ca.gov.

PUBLIC OPPORTUNITY TO DISCUSS MATTERS OF PUBLIC INTEREST WITHIN DISTRICT JURISDICTION INCLUDING ITEMS ON OR NOT ON AGENDA

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members desiring to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may in the interest of time and good order limit the number of public member presentations. Speakers' comments will be limited to **three minutes** (Per Section 31 of the Board of Directors Policies and Procedures).*

In accordance with Section 31 of the Board of Directors Policies and Procedures, members of the Public requesting their written comments be read into the meeting record must be present or have a representative present to read their comments during the time allotted.

CONSENT ITEMS

Matters of routine approval including but not limited to action summary minutes, referral of issues to committee, committee referrals to the full Board, items that require yearly approval, declaration of surplus equipment, and other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 13, 2019

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1. Action Summary Minutes Recommendation: Approve the Action Summary Minutes for the Board meeting of May 23, 2019.	6
2. Medical Aid and Ambulance Transport User Fee Annual Adjustment Recommendation: In accordance with Ordinance No. 2017-01, adopt the resolution amending the Ambulance Fee Schedule effective July 1, 2019.	11
3. Disclosure of Material Expenditure – Aviation Liability Insurance – Ace Westchester Fire Insurance Company Recommendation: Authorize payment of \$121,164 to ACE Westchester Fire Insurance Company for aviation liability insurance.	15
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ACTION ITEMS	
1. Fiscal Year 2018/19 Budget Amendment – Wages and Benefits Recommendation: Adopt the resolution amending the FY 2018/19 General Fund 212A budget to reflect additional wages and benefit expenditures.	21
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E. Resolution – 2019/20 Preliminary Budget for the Leased Properties Fund 212L	33
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Recommendation: Receive Presentation/Adopt FY 2019/20 Budget Resolutions.	



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 13, 2019

3. **Disclosure of Material Expenditure – Commercial Insurance – Special District Risk Management Authority** 37
(Brad Svennungsen, USI Insurance Services Representative)
Recommendation: Receive Presentation and approve staff's recommendation.
4. **Disclosure of Material Expenditure – Excess Workers' Compensation Insurance – Safety National Casualty Corporation** 39
(Brad Svennungsen, USI Insurance Services Representative)
Recommendation: Receive Presentation and approve staff's recommendation.
5. **Bid Award – RFB 19-03 Self Contained Breathing Apparatus (SCBA) and contract with Municipal Emergency Services** 41
(Logistics/Purchasing Manager, Mark Jones)
Recommendation: Authorize staff to enter into a three year contract with MES, with an initial order not to exceed \$1,628,444.
6. **Bid Award – RFP 19-04 Advanced Life Support Ambulance Services** 43
(Deputy Chief Bridge)
Recommendation: Receive Presentation and approve staff's recommendation.
7. **Industrial Disability Retirement – Tom Neville** **
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Assistant Chief Neville has suffered job related injuries and direct staff to work with AC Neville through his Industrial Disability Retirement process with CalPERS.

REPORTS

1. **PRESIDENT'S REPORT**—(President Jones)
2. **FIRE CHIEF'S REPORT**—(Chief Harms)
OPERATIONS' REPORT – (Deputy Chief Bridge)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
4. **COMMITTEE AND DELEGATE REPORTS**
All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.
 - A. **Executive Committee** – (Jones)
Next Meeting: TBD
 - B. **Communications Center JPA** – (AC Wagaman)
Report Out: June 11, 2019 at 9:00 AM
Next Meeting: July 9, 2019 at 9:00 AM



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 13, 2019

- C. **California Fire & Rescue Training JPA – (DC Shannon)**
Next Meeting: June 20, 2019 at 4:00 PM
Location: California Exercise Simulation Center (CESC)
10545 Armstrong Avenue, Suite 320
Mather, CA 95655
- D. **Finance and Audit Committee – (Director Kelly)**
Next Meeting: June 27, 2019 at 5:30 PM
- E. **Policy Committee – (Director Goold)**
Report Out: June 13, 2019 at 5:30 PM
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

- 1. **Pursuant to California Government Code Section 54956.9 (a) – Two (2) matters of Workers Compensation Compromise and Release.**
 - A. Charles Ingram and the Sacramento Metropolitan Fire District
Claim # SMDJ - 549609 – Workers Compensation Settlement Authority
Colin Conner of Lenahan, Lee, Slater, Pearse & Majernik, LLP
 - B. Charles Nicholas and the Sacramento Metropolitan Fire District
Claim # SMDH – 547989 – Workers' Compensation Settlement Authority
Gregory Casentini, Deputy Chief, Administration
- 2. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Industrial Disability Retirement.**
 - A. Thomas S. Neville and the Sacramento Metropolitan Fire District
Claim # SMDI – 548343, SMDI - 548227 – Industrial Disability Retirement
Gregory Casentini, Deputy Chief, Administration
- 3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case**
 - A. Claim Against Public Entity Pursuant to Government Code Section 910
Cynthia Kochamp v. Sacramento Metropolitan Fire District

ADJOURNMENT



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 13, 2019

NEXT BOARD MEETING(S):

Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District, 10545 Armstrong Avenue, Mather, CA

- Next Board Meeting – June 27, 2019 at 6:00 PM

The following action and presentation items are scheduled for the next board meeting agenda. Board members are requested to identify additional action or presentation items they desire to be scheduled on the agenda.

ANTICIPATED AGENDA ITEMS: TBD

Posted on June 10, 2019

Melissa Penilla, Clerk of the Board

* No written report

**  Separate Attachment

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, May 23, 2019 10545 Armstrong Avenue – Board Room Mather, California

CALL TO ORDER

The meeting was called to order at 6:04 pm by President Jones. Board members present: Clark Goold, Jones, Kelly, Orzalli, Saylor, Sheetz, and Wood. Board members absent: Barnes. Staff present: Chief Harms, Clerk Penilla and General Counsel Lavra.

PLEDGE TO FLAG

PUBLIC COMMENT:

Mr. Aaron Jones a member of the CERT Team and citizen of Fair Oaks, addressed the Board regarding an upcoming conference in San Diego benefitting Governor Newsom's California For All Emergency Preparedness Campaign. Mr. Jones has volunteered over 300 hours in the CERT Program. He expressed interest in the grants related to attending this training opportunity.

CONSENT ITEMS

Action: Moved by Clark, seconded by Goold, and carried unanimously by members present to adopt the Consent Calendar as follows:

1. **Action Summary Minutes**

Recommendation: Approve the Action Summary Minutes for the Board meeting of May 9, 2019.

Action: Approved Action Summary Minutes.

2. **Surplus Vehicles – Fleet Division**

Recommendation: Adopt resolution establishing a list of surplus vehicles and authorizing the Fire Chief to sell or donate the vehicles as deemed appropriate.

Action: Adopted Resolution No. 2019-043.

3. **Lease Financing – Capital Expenditures**

Recommendation: Adopt a Resolution authorizing the Fire Chief and/or CFO to enter into a Lease Purchase Agreement with TD Equipment Finance, Inc.

Action: Adopted Resolution No. 2019-044.

ACTION ITEMS

1. **Deferred Compensation Committee Vacancy** (*Captain Dustin Rodriques*)
Recommendation: Adopt a Resolution appointing Kyle Santuccio to fill a vacancy on the Deferred Compensation Committee.
Action: Moved by Kelly, seconded by Wood, and carried unanimously by members present to adopt Resolution No. 2019-045.
2. **Purchase Approval – BP 19-06 Pierce Air/Light Unit** (*Shea Pursell, Fleet Manager*)
Recommendation: Approve the purchase of one Pierce Air/Light Unit through Golden State Fire Apparatus Inc. for an amount not to exceed \$552,229.25.
Action: Moved by Kelly, seconded by Goold, and carried unanimously by members present to approve the purchase.

REPORTS

1. **PRESIDENT'S REPORT:**

President Jones reported out on three items. The first was a report from her attendance at Special District Legislative Days, this was a great opportunity to network and connect with other Special Districts, local legislators, and staff. She commended the leadership for Metro Fire in their attendance including Director Saylor and Jeff Frye.

Next, she notified CFO Thomas and Economic Development Manager Frye on a legislative alert letter from FDAC related to new information about the untimely compensation from the Federal Government related to states recovery becoming very onerous and after the fact for responses to wildfires.

Lastly, she let everyone know that former Chief William Powell from the City of Sacramento Fire Department passed away. She asked that we close the meeting with a moment of silence to honor him.

2. **FIRE CHIEF'S REPORT:**

Reassignment

Chief Harms let everyone know that Assistant Chief Tom Neville will be out of the office for an extended time due to shoulder surgery. Battalion Chief Adam Mitchell will be acting out-of-class to allow for consistency and to give him the opportunity to mentor and learn the role of Assistant Chief.

Promotion

Effective 5/22, Computer Systems Technician Alex Vasquez

Meetings/Events

Continue to meet with Command Staff, day staff, and Union reps

Fire Chief Forums during the month of May – consisted of 20 separate meetings, which met with each member of the District. Each meeting had their own unique set of questions, but discussion focused on activity in the District, specifically medic response, and vehicle accidents along with a strategy moving forward.

5/14, EMS 20/20 Meeting: Discussed Goals and Objectives from 18 months ago, the number of times medics were dispatched, including an 8% decrease in medic dispatches, which allows for medics to stay in their first due.

5/17, 19-1 Academy Graduation with a large turnout from family and friends

OPERATIONS REPORT

Deputy Chief Bridge gave the Operations Report letting everyone know as of May 9th Metro Fire responded to approximately 3,700 total calls, with 75% or 2,800 being EMS calls, and transporting approximately 2,000 times.

Since the beginning of the year they are averaging one structure fire per day. A recent fire in Citrus Heights activated the building's fire sprinklers, and allowed for responding crews to save the important documents that were distributed throughout the business. The business owner was very appreciative of their efforts.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Vice President Jamison thanked the Board for their continued support of the deferred compensation committee. To have eleven applicants for the open seat speaks to the success of the committee.

VP Jamison, along with the membership, appreciates the Fire Chief and staff for taking the time to do 20 Chief's Forums. One of the big requests the Union had of the new Chief was to get out and see the membership, Chief Harms has lived up to that.

Lastly, he knows the Board is going to hear about contract negotiations in Closed Session tonight. He knows there have been some butting of heads, disagreements, and altering priorities, and through this the negotiations have remained professional. He feels the membership has rightfully earned what is in the current negotiated contract, and hopes the Board sees that. He hopes to continue forging the good labor management relations through good dialogue and openness.

4. COMMITTEE AND DELEGATE REPORTS

All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.

A. Executive Committee – (Jones)

Next Meeting: TBD

B. Communications Center JPA – (AC Wagaman)

Met earlier today for a special meeting to discuss the ongoing litigation with Tyler New World.

Next Meeting: May 28, 2019 at 9:00 AM

C. California Fire & Rescue Training JPA – (DC Shannon)

Next Meeting: June 20, 2019 at 4:00 PM

Location: California Exercise Simulation Center (CESC)
10545 Armstrong Avenue, Suite 320
Mather, CA 95655

- D. **Finance and Audit Committee – (Kelly)**
 Report Out: May 23, 2019 at 5:30 PM
 Met earlier this evening and had a presentation on the 2019/20 proposed budget.
 Next Meeting: June 27, 2019 at 5:30 PM

- E. **Policy Committee – (Goold)**
 Next Meeting: June 13, 2019 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS

Director Wood thanked Mr. Jones for attending and sharing his comments. He thanked the Chief for his updates and letting him know everyone is safe. Lastly, he reminded everyone of the Tropical Affair on June 22nd.

Director Saylor attended the Farm and Tractor Days event in her community. She thanked Engine 111C and Reserves Engine 116 for their attendance on Friday, and Engine 111A and Reserves Engine 116 for their attendance on Saturday. All the firefighters who attended responded very well to being out and about in the community and engaging with the public. She attended the rotary club meeting that recognized Matt Sammons as Firefighter of the Year. He was in attendance with his crew, was very professional, well spoken, and did a great job. As Director Jones mentioned, she attended Special District Legislative Days and learned a lot and looks forward to continued education related to legislation.

Director Goold thanked everyone for contract negotiations, and appreciates that the overall sense has been very professional. He also thanked the Deferred Compensation Committee for all their work for the membership.

Director Orzalli thanked Mr. Jones for his public comments and work on the CERT Team. He also thanked CFO Thomas for her work on the budget report.

Director Sheetz thanked Mr. Jones for his involvement in the community. She attended the recent academy graduation, and plans to attend the Tropical Affair.

Director Jones thanked Mr. Jones and sends AC Neville speedy recovery wishes. She congratulated Alex Vasquez on his promotion. She is happy to hear about the adjustments being made to medical dispatches.

Convened to Closed Session at 6:34 pm.

CLOSED SESSION

- 1. **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to California Government Code Section 54957.6
 - A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
 - Employee Organization: Sacramento Area Fire Fighters Local 522

- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees

Action: The Board gave direction to the District Negotiator to proceed after presentation of the Tentative Agreement.

Reconvened to Open Session at 7:37 pm.

ADJOURNMENT

The meeting was adjourned at 7:40 pm with a moment of silence honoring Former Chief Powell from Sacramento City Fire.

Gay Jones, President

Matt Kelly, Secretary

Melissa Penilla, Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Medical Aid and Ambulance Transport User Fee Annual Adjustment

TOPIC

Ordinance # 2017-01 (the Ordinance), which was adopted by the Board of Directors on August 10, 2017, provides for an annual increase in the District's Medical Aid and Ambulance Transport User Fees. The effective date of the increase would be July 1, 2019.

BACKGROUND

In order to keep pace with annual cost inflation, the Ordinance specifies that the fees identified in Exhibit "A" of the Ordinance shall be adjusted annually, beginning July 1, 2018, and each July 1st thereafter, by the percentage change in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the Medical CPI) for the twelve (12) month period ending December 31st of the preceding calendar year. The Ordinance also states that approval by the Board of Directors shall be by resolution, adopted at a regularly scheduled meeting of the Board prior to the enactment of the increase.

DISCUSSION

Based on the percentage change in the annual Medical CPI for calendar year 2018 compared to calendar year 2017, the percentage fee adjustment effective July 1, 2019 would be 2.0%. The current and recommended fees are shown in the table below:

	<u>Current</u>	<u>Recommended</u>
First Responder Fee	\$385	\$393
Treat/No Transport Fee	385	393
ALS Bundle Base Rate	\$2,083	\$2,125
BLS Bundle Base Rate	1,895	1,933
Mileage	37	38
Oxygen	154	157
Night Charge	136	139
Cardiac Monitor	120	122

FISCAL IMPACT

It is estimated that the recommended fee adjustments will result in additional District cost recovery of approximately \$400,000 during FY 2019/20.

RECOMMENDATION

In accordance with the Ordinance, staff recommends adoption of the attached resolution amending the Ambulance Fee Schedule.

Submitted by:

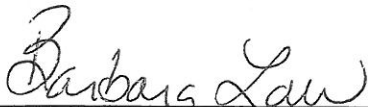


Amanda Thomas
Chief Financial Officer

Approved by:



Todd Harms
Fire Chief



Barbara Law
Assistant Chief, Director of EMS



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2019-____

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING AN ADJUSTMENT TO ITS FEE SCHEDULE FOR MEDICAL AID AND AMBULANCE TRANSPORT SERVICES PROVIDED BY THE DISTRICT

WHEREAS, on August 10, 2017, the District adopted Ordinance 2017-01, an ordinance revising the fee schedule for medical aid and ambulance transport user fees; and

WHEREAS, Ordinance 2017-01 provides for annual adjustment of fees, beginning July 1, 2018 and each July 1st thereafter, based on the change in the Consumer Price Index Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (the Medical CPI), subject to Board of Directors approval by resolution; and

WHEREAS, the change in the Medical CPI, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending December 31, 2018 was 2.0%; and

WHEREAS, it remains the intent of the District to provide medical aid and ambulance transport services within the District.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the 2.0% increase effective July 1, 2019 in all medical aid and ambulance transport services, as set forth in the attached Exhibit "A" and directs that the fees shall be uniformly applied and collected.

PASSED AND APPROVED this 13th day of June, 2019, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

Attachment: Exhibit A, Fee Schedule

Sacramento Metropolitan Fire District
Ambulance, Medical Aid, and Rescue Response and Related Fees

EXHIBIT "A"

	<u>Current</u>	<u>Effective July 1, 2019</u>
First Responder Fee	\$385	\$393
Treat/No Transport Fee	385	393
ALS Bundle Base Rate	\$2,083	\$2,125
BLS Bundle Base Rate	1,895	1,933
Mileage	37	38
Oxygen	154	157
Night Charge	136	139
Cardiac Monitor	120	122



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TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Aviation Liability Insurance – Ace Westchester Fire Insurance Company \$121,164.00

TOPIC

Disclosure of material expenditure to purchase Aviation Liability Insurance for the fiscal year ending June 30, 2020.

SUMMARY

Staff will be expending funds to purchase Aviation Liability Insurance. The expenditure will be payable to ACE Westchester Fire Insurance Company in the amount of \$121,164.00 for the aviation policy.

DISCUSSION

USI Insurance Services provided the District's insurance brokerage services this year and managed the marketing of the District's aviation liability insurance. The aviation liability insurance package required coverage for two helicopters with \$1.5 million hull valuation and \$10 million bodily injury and property damage, and the third helicopter is listed as grounded storage only. On 06/16/2017 damages to Copter 2 occurred to the tune of \$504,260.00. On 03/15/19 we added two additional helicopters that are currently grounded, therefore the premium is going up by \$40,211.00 this fiscal year. The insurance requested includes any pilot approved by Metro Fire's Chief Pilot or designee and covers all uses in connection with the operations of Metro Fire including mutual aid agreements.

ACE Westchester Fire Insurance Company is the carrier recommended by USI to carry the District's Aviation Liability Insurance needs.

FISCAL IMPACT

The fiscal impact is \$121,164.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for FY 2019/2020.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$121,164.00 to ACE Westchester Fire Insurance Company for the purchase of Aviation Liability Insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



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TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Insurance Broker Services – USI Insurance Services \$40,000

TOPIC

Disclosure of material expenditure to purchase insurance brokerage services for the fiscal year ending June 30, 2020.

SUMMARY

Staff will be expending funds to purchase Insurance Brokerage Services. The expenditure will be payable to USI in the amount of \$40,000 for insurance brokerage services.

DISCUSSION

USI Insurance Service provides Insurance Brokerage Services. Services include risk management, marketing, day-to-day consulting on servicing of insurance, claims services and risk engineering services. For the fiscal year 2019/2020, USI brokered the District's commercial insurance package.

FISCAL IMPACT

The fiscal impact is \$40,000. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2019/2020.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$40,000 to USI Insurance Services for insurance brokerage services.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



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TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Disclosure of expenditure – Fiduciary Liability Insurance – RLI Insurance Company \$14,590.00

TOPIC

Disclosure of expenditure to purchase Fiduciary Liability Insurance for the fiscal year ending June 30, 2020.

SUMMARY

Staff will be expending funds to purchase Fiduciary Liability Insurance. This coverage will provide claim and legal defense coverage for all Metro Fire benefit plans except CalPERS. The expenditure will be payable to RLI Insurance in the amount of \$14,590.00.

DISCUSSION

USI Insurance Services provided the District's insurance brokerage services this year and managed the marketing of the District's fiduciary liability insurance. This coverage will serve to protect the fiduciaries of the District including Board members, Deferred Compensation Committee members and management. The Deferred Compensation Plan has assets in excess of \$76 million and an active Deferred Compensation Committee focused on fiduciary compliance.

RLI is the lowest, most responsive, responsible carrier and is the recommendation of USI Insurance Services to carry the District's fiduciary insurance needs.

Carrier	Annual Cost	Notes
RLI	\$14,590.00	
QBE	No bid	Cannot compete with RLI's pricing
Chubb	Declined	Declined – no longer competitive on government entities

FISCAL IMPACT

The fiscal impact is \$14,590.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2019/2020.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$14,590.00 to RLI Insurance for the purchase of Fiduciary Liability Insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



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TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: FY 2018/19 Budget Amendment – Wages and Benefits

TOPIC

Higher than anticipated wages and benefits expenses require an amendment to the FY 2018/19 General Fund budget.

DISCUSSION

The adopted FY 2018/19 Mid-Year budget for the District's General Fund includes \$174,840,900 for labor costs. Based on expenditures incurred through May and estimated expenditures for June, staff anticipates an additional requirement of \$1,500,000 due to higher than anticipated overtime, leave cash out, retirement, and workers' compensation expenses.

FISCAL IMPACT

The additional expenditures are expected to be funded with FY 2018/19 operating revenues. The current Mid Year budget surplus of \$2,208,240 would be reduced to a surplus of \$708,240.

RECOMMENDATION

Staff recommends approval of the attached resolution amending the District's FY 2018/19 General Fund budget to reflect additional wages and benefits expenditures.

Submitted By:

Amanda Thomas
Chief Financial Officer

Approved By:

Greg Casentini
Deputy Chief, Administration



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-

RESOLUTION NO. 2019-_____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION AMENDING THE MID-YEAR BUDGET
FOR THE GENERAL OPERATING FUND 212A FOR
FISCAL YEAR 2018/2019

WHEREAS, on March 14, 2019, the Sacramento Metropolitan Fire District adopted the Fiscal Year 2018/2019 Mid-year Budget for the General Operating Fund 212A; and

WHEREAS, subsequent to the adoption of the Mid-Year budget, the District has determined that additional appropriations totaling \$1,500,000 are required for salaries and benefits expenditures; and

WHEREAS, the additional expenditures are expected to be funded with current year revenues;

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Mid-year Budget for General Operating Fund 212A for the Fiscal Year 2018/2019 will be and is hereby adopted in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET	
						INCREASE/DECREASE
10111000	212A	2129212	2129212000	SALARIES AND WAGES	\$	1,100,000
10121000	212A	2129212	2129212000	RETIREMENT		200,000
10124000	212A	2129212	2129212000	WORKERS COMP		200,000
7400000	212A	2129212	2129212000	FUND BALANCE		-1,500,000

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources, Fund Balance Available and Property Taxes.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 · Mather, California 95655 · Phone (916) 859-4300 · Fax (916) 859-3700

REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 13, 2019

** Separate Attachment

Action Item #2 Fiscal Year 2019/20 Preliminary Budget



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

TODD HARMS
Fire Chief

RESOLUTION NO. 2019-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE GENERAL OPERATING FUND 212A FOR
FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the General Operating Fund 212A for Fiscal Year 2019/2020 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for General Operating Fund 212A for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
10	212A	2129212	2129212000	SALARIES & EMPLOYEE BENEFITS	\$185,529,180
20	212A	2129212	2129212000	SERVICES & SUPPLIES	29,769,626
30	212A	2129212	2129212000	OTHER CHARGES	4,615,038
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212D)	6,804,912
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212G)	89,470
59	212A	2129212	2129212000	OPERATING TRANSFER IN (From 212M)	-9,220,000
					<u>\$217,588,226</u>

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources, Fund Balance Available and Property Taxes.

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212A for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

- ATTACHMENTS:**
 212A Preliminary Budget Summary for FY2019/20 Schedule
 212A Revenue Detail Schedule
 212A Expenditure Detail Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

RESOLUTION NO. 2019-___
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE CAPITAL FACILITIES FUND 212D FOR
FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Capital Facilities Fund 212D for Fiscal Year 2019/2020 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Capital Facilities Fund 212D for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
10	212D	2123000	2123000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212D	2123000	2123000000	SERVICES & SUPPLIES	-
30	212D	2123000	2123000000	OTHER CHARGES	6,039,137
41	212D	2123000	2123000000	CAPITAL ASSETS-LAND	-
42	212D	2123000	2123000000	CAPITAL ASSETS-STRUCTURES	85,000
43	212D	2123000	2123000000	CAPITAL ASSETS-EQUIPMENT	6,404,660
44	212D	2123000	2123000000	CAPITAL ASSETS-SOFTWARE	600,000
59	212D	2123000	2123000000	OPERATING TRANSFER IN (From 212A)	-6,804,912
					\$6,323,885

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212D for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which

show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212D Preliminary Budget Summary for FY2019/2020 Schedule



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

RESOLUTION NO. 2019-___
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE GRANTS FUND 212G FOR
FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Grants Fund 212G for Fiscal Year 2019/2020 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary in the Grants Fund 212G for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
10	212G	2126000	2126000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212G	2126000	2126000000	SERVICES & SUPPLIES	425,787
30	212G	2126000	2126000000	TAXES, LICENSES, DEBT SRVC & OTHERS	2,250,237
43	212G	2126000	2126000000	CAPITAL ASSETS-EQUIPMENT	1,821,831
59	212G	2126000	2126000000	OPERATING TRANSFER IN (From 212A)	-89,470
					\$ 4,408,385

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212G for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212G Preliminary Budget Summary for FY 2019/20 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA Phone (916) 859-4300 Fax (916) 859-3700

TODD HARMS
Fire Chief

RESOLUTION NO. 2019-__
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE DEVELOPMENT IMPACT FEES FUND 212I FOR
FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Development Impact Fees Fund 212I for Fiscal Year 2019/2020 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Development Impact Fees Fund 212I for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
20	212I	2129000	2129000000	SERVICES & SUPPLIES	\$ 70,000
42	212I	2129000	2129000000	CAPITAL ASSETS-STRUCTURES	3,800,000
					\$ 3,870,000

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212I for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

RESOLUTION NO. _____
Page 2

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

RESOLUTION NO. 2019-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE LEASED PROPERTIES FUND 212L FOR
FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Leased Properties Fund 212L for Fiscal Year 2019/2020 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget in the Leased Properties Fund 212L for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
10	212L	2127000	2127000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212L	2127000	2127000000	SERVICES & SUPPLIES	420,952
30	212L	2127000	2127000000	OTHER CHARGES	296,582
41	212L	2127000	2127000000	CAPITAL ASSETS-LAND	-
42	212L	2127000	2127000000	CAPITAL ASSETS-STRUCTURES	-
59	212L	2127000	2127000000	OPERATING TRANSFER IN (From 212A)	-
					\$ 717,534

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and Fund Balance Available.

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212L for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212L Preliminary Budget Summary for FY2019/20 Schedule



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200, Mather, CA 95655 Phone (916) 859-4300 Fax (916) 859-3700

TODD HARMS
Fire Chief

RESOLUTION NO. 2019-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE IGT FUND 212M
FOR FISCAL YEAR 2019/2020

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the IGT Fund 212M for Fiscal Year 2019/2020 were made;

NOW, THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget in the IGT Fund 212M for the Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2019/20
20	212M	2121100	2121100000	SERVICES & SUPPLIES	\$ 6,500,000
50	212M	2121100	2121100000	OPERTING TRANSFER OUT (To 212A)	9,220,000
					\$ 15,720,000

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and use of Fund Balance; and

BE IT FURTHER RESOLVED that the Preliminary for Fund 212M for Fiscal Year 2019/2020 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

PASSED AND APPROVED this 13^h day of June 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board



Sacramento Metropolitan Fire District

10545 Armstrong Avenue • Mather, California 95655 • Phone (916) 859-4300 • Fax (916)859-3720

TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – General/Property/Liability Package – Special District Risk Management Authority \$1,200,000.00

TOPIC

Disclosure of material expenditure to purchase Commercial Insurance for the fiscal year ending June 30, 2020.

SUMMARY

Staff will be expending funds in excess of the Formal Purchasing Policy threshold of \$100,000.00 requiring presentation to the Board of Directors. The expenditure will be payable to Special District Risk Management Authority, SDRMA in the amount of \$1,200,000.00

DISCUSSION

USI Insurance Services provided the District's insurance brokerage services this year and managed the marketing of the District's commercial insurance. The commercial insurance package incorporates the following areas of coverage: property, automobile, and general liability. General liability is an all encompassing package and provides coverage of risk in several areas including employment practices, employment benefits and management liability. Several carriers were contacted during marketing with responses from three firms. The following table summarizes the results

Carrier	Annual cost	Notes
SDRMA	\$1,200,000.00	
Chubb	No bid	\$150,000 minimum retention/deductible and no auto physical damage unless in route to an emergency.
Liberty Mutual	Declined	Declined due to auto losses
Travelers	No bid	Quit writing Fire Districts in January 2019
One Beacon	No bid	Quit writing Fire Districts in California
VFIS	Declined	Declined due to loss history

SDRMA is the lowest, most responsive, responsible carrier and is the recommendation of USI Insurance Services to carry the District's commercial insurance needs.

FISCAL IMPACT

The fiscal impact is \$1,200,000.00 funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2019/2020.

RECOMMENDATION

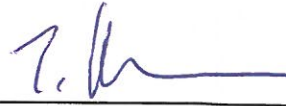
Staff recommends that the Board of Directors authorize the payment of \$1,200,000.00 to Special District Risk Management Authority for commercial insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

10545 Armstrong Avenue • Mather, California 95655 • Phone (916) 859-4300 • Fax (916)859-3720

TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Excess Workers’ Compensation Insurance –Safety National Casualty Corporation \$415,626.00

TOPIC

Disclosure of material expenditure to purchase Excess Workers’ Compensation Insurance for the fiscal year ending June 30, 2020.

SUMMARY

Staff will be expending funds in excess of the Formal Purchasing Policy threshold of \$100,000.00 requiring presentation to the Board of Directors. The expenditure will be payable to Safety National Casualty Corporation in the amount of \$415,626.00.

DISCUSSION

USI Insurance Services provided the District’s insurance brokerage services this year and managed the marketing of the District’s Excess Workers’ Compensation Liability Insurance. This type of coverage provides the District additional insurance coverage in the event of a catastrophic workers’ compensation loss that could occur in excess of our self insured retention (the portion the District would pay before the insurance pays). For these quotes, self insured retentions of \$3.0 million, per occurrence, were selected, consistent with limits chosen last year. Several carriers were contacted during marketing. The following table summarizes the results.

Carrier	Self-Insured Retention/Limit	Annual cost
Safety National	\$3,000,000/Statutory – no cap	\$415,626.00
Chubb	Declined due to nature of exposure	
State Nat’l	Pricing Not Competitive	
Arch	Not writing CA Fire Districts at this time	
Midwest Ins.	Pending	

Safety National Casualty Corporation with an SIR of \$3.0 million was chosen as the carrier and is the recommendation of USI Insurance Services to carry the District’s Excess Workers’ Compensation Insurance needs. Safety’s quote which includes statutory limits is the best policy an agency could secure.

FISCAL IMPACT

The fiscal impact is \$415,626.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2019/2020.

RECOMMENDATION

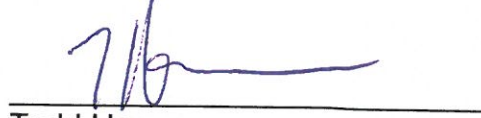
Staff recommends that the Board of Directors authorize the payment not to exceed \$415,626.00 to Safety National for Excess Workers' Compensation Insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

TODD HARMS
Fire Chief

DATE: June 13, 2019
TO: Board of Directors
SUBJECT: SCBA Contract Award

TOPIC

The District conducted a Request for Bid RFB 19-03 process to select a vendor for the purchase of Scott SCBA equipment. Municipal Emergency Services (MES) is being recommended as the selected proposer and the District would like to enter into a three-year contract, with the option to extend to four and five years.

SUMMARY

An award to MES was just approved by the Metro Fire Board on May 9, 2019 for a regional FEMA FY2017 AFG Grant for Scott SCBA's.

DISCUSSION

RFB 19-03 was issued for the replacement of Scott SCBA complete packs for the District. Included in the bid document was pricing for additional Scott items related to SCBA's. The AFG process required staff to bring the particular grant purchase to the Board in order to fulfill the guidelines of the grant. The Grant purchase only funded 328 packs and 177 additional face pieces for Metro Fire. We need additional packs to outfit the rest of the District's personnel that the grant did not fund. Additionally, other related Scott items are needed to support the program.

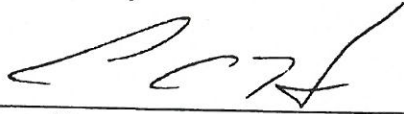
FISCAL IMPACT

The District would enter into a three-year contract with MES. The initial contract order to support the Grant and additional accessories needed will be approximately \$1,628,444. This projected expenditure is captured in the FY19/20 preliminary budget.

RECOMMENDATION

Staff recommends that the Board of Directors authorize staff to enter into a three-year contract with MES for purchasing Scott SCBA packs and accessories, with the option to extend to a fourth and fifth year.

Submitted by:

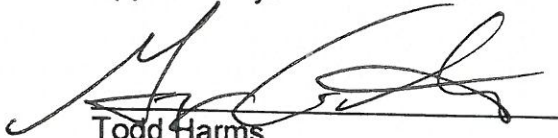


Adam House
Assistant Chief, Training

Submitted by:

Eric Bridge
Deputy Chief, Operations

Approved by:



Todd Harris
Fire Chief

For:



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave., Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916) 859-3702

Date: June 13, 2019

TO: Board of Directors

FROM: Eric Bridge, Deputy Chief Operations

SUBJECT: RFP 19-04 Advanced Life Support (ALS) Ambulance Service

TOPIC

Staff proposes that the Sacramento Metropolitan Fire District (District) award a three-year Agreement to Medic Ambulance for ALS ambulance service with two optional one-year extensions for years four and five. The implementation date is July 1, 2019.

BACKGROUND

The District has not gone out to RFP for ALS ambulance service since its inception in 2000. American Medical Response (AMR) provided these services for one of the District's predecessor agencies and has remained the provider through multiple Agreement extensions. Staff felt it prudent for transparency to post an RFP for ALS ambulance services.

DISCUSSION

Metro Fire sought a single Contractor to staff 6 12-hour ALS units, seven days per week (minimum of 26,280 unit hours per year). Each unit will be staffed with one Paramedic and one EMT or two Paramedics. For any services provided by the Contractor on behalf of the District, the District is responsible for billing the patient or any third-party payor for the services provided by the Contractor in order to recover the cost of the service.

On March 4, 2019, the District posted RFP 19-04 Advanced Life Support (ALS) Ambulance Services. Staff did extensive outreach notifying 44 different ambulance providers, the California Ambulance Association, and the American Ambulance Association of the posting.

The District received four proposals from the following ambulance companies: AlphaOne, American Medical Response, Falck, and Medic Ambulance. Staff evaluated the vendors' proposals and qualifications and determined that all four proposers were allowed to proceed to the written evaluation.

The written proposals were evaluated on the basis of respondent's expertise, prior experience on similar projects, demonstrated competence, ability to provide the requested services, adequate staffing, references, cost, and responsiveness to the RFP and understanding of services to meet the needs and concerns of the District. It was determined that all proposers should be invited to the oral interviews to further distinguish the best provider for the District.

Interviews were conducted on April 29 and 30 by a panel comprised of 4 persons with extensive fire service and EMS experience; 2 of whom are Metro Fire employees, and 2 of whom were from outside fire agencies. After the written evaluation and oral interviews, the proposals were numerically ranked as listed in the chart below. The numeric scoring placed AMR and Medic Ambulance in the first and second positions, with Medic being a close second to AMR.

Proposer Ranking	Unit Hour Cost	Year 1	Year 2	Year 3 Totals
1) AMR	\$168.01	\$4,415,302.80	\$ 8,961,742.80	\$13,688,463.60
2) Medic Ambulance	\$134.00	\$3,195,648.00	\$ 6,462,514.80	\$10,167,994.80
3) Falck	\$198.00	\$5,203,440.00	\$10,512,000.00	\$15,978,240.00
4) Alpha One	\$129.84	\$3,412,195.20	\$ 6,926,882.40	\$10,546,952.40

The numeric ranking, unit hour price, and total contract price was delivered to Executive Staff for consideration and development of the final recommendation to the Board. After consideration of all the data, the Executive Staff determined that Medic Ambulance met all the criteria of the RFP, possesses extensive experience in the delivery of the services desired by Metro Fire, and demonstrated the ability to meet the service requirements of Metro Fire. On this basis, and on the basis of the unit hour and total contract price data, Medic Ambulance was selected to enter contract negotiations, resulting in the proposed Agreement.

FISCAL IMPACT

The proposed cost of a 3-year Agreement with Medic Ambulance is \$9,823,989.60 after negotiations. There are no additional costs upfront, or otherwise, to be borne by the District, and there are two optional one-year extensions for years four and five.

HISTORY on MEDIC AMBULANCE

Medic Ambulance began in Solano County in 1979 as a family-owned business with strong ties to the community. Today, they operate approximately 50 ambulances a day with full-time staffing of 35 ambulances. They have 310 employees who manage over 33,000 911 calls for service in Solano County. Medic Ambulance has an internal education and training department and were

accredited as "Gold Standard" by the Commission on Accreditation of Ambulance Services (CAAS).

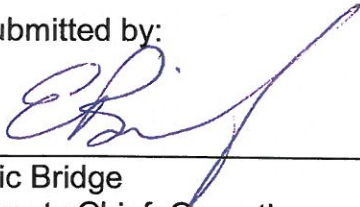
LEGAL IMPACT

This agreement has been reviewed and approved by Legal Counsel.

RECOMMENDATION


Staff recommends the District award RFP 19-04 Advanced Life Support (ALS) Ambulance Services to the lowest responsive and responsible bidder, Medic Ambulance.

Submitted by:



Eric Bridge
Deputy Chief, Operations

Approved by:



Todd Harms
Fire Chief

FOR :

Agreement for Ambulance Services

This Agreement for 911 Ambulance Service, Response, and Transportation (“Agreement”) is made and entered into this _____ day of June 2019 by and between the Sacramento Metropolitan Fire District (“METRO FIRE”) a special district organized and existing pursuant to California Health and Safety Code 13800, et. seq. and Medic Ambulance Service, Inc (“CONTRACTOR”) hereafter sometimes referred to as the Parties. This Agreement shall commence on the date set forth below.

RECITALS

- A. METRO FIRE is a member of the Sacramento Regional Fire/EMS Communications Center, a Joint Powers Agency organized to coordinate the dispatch of fire and emergency medical services responses.
- B. CONTRACTOR is an ambulance company organized and lawfully operating in the state of California and is a business entity which provides prehospital emergency and non-emergency medical services.
- C. METRO FIRE provides prehospital emergency medical services and has the right to grant to business entities written agreements for the provision of prehospital emergency medical responses within its exclusive operating area pursuant to Health and Safety Code § 1797.201.
- D. CONTRACTOR was selected by METRO FIRE to enter into this Agreement following a Request for Proposal process.
- E. METRO FIRE and CONTRACTOR wish to enter into this Agreement for the CONTRACTOR’s provisions of 911 Ambulance Service, Response, and Transportation.

NOW, THEREFORE, the Parties agree as follow:

01. GENERAL REQUIREMENTS

CONTRACTOR, shall provide 911 ambulance services at the ALS level, for all 911 calls referred by METRO FIRE. Calls for 911 ambulance service shall be dispatched to CONTRACTOR from the Sacramento Regional Fire/EMS Communications Center. CONTRACTOR shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract. All statements made and actions taken by CONTRACTOR in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances METRO FIRE’s Emergency Medical Services (“EMS”) mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, CONTRACTOR decision making and conduct shall always be guided by and reflect only the highest ethical standards, conform with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.

- A. CONTRACTOR will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.

- B. CONTRACTOR shall designate one person, approved by METRO FIRE, as its official liaison to METRO FIRE who will serve as the primary contact and interface, and whose office shall be in Sacramento County. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communication between agencies and agency liaisons.
- C. CONTRACTOR shall ensure there is a designated Field Supervisor available at all times while any staffed unit is providing service for METRO FIRE. The designated Field Supervisor shall be immediately available by mobile phone and/or 800 MHz radio to the on-duty METRO FIRE EMS Officer (EMS24) at all times during the shift.
- D. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to:
 - 1. Health Insurance Portability & Accountability Act;
 - 2. California Health & Safety Code, Division 2.5;
 - 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
 - 4. California Vehicle Code; and
 - 5. Sacramento County Emergency Medical Services Agency (SCEMSA) policies, procedures, and standing orders.
- E. CONTRACTOR shall ensure that ambulance personnel comply with all State and SCEMSA protocols, METRO FIRE policies and procedures as provided by METRO FIRE to CONTRACTOR, as well as CONTRACTOR's internal protocols. CONTRACTOR, including any individual ambulance operator, shall immediately bring to the attention of METRO FIRE any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
- F. CONTRACTOR shall provide all services in this Agreement without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a material breach of this Agreement and grounds for immediate termination.
- G. CONTRACTOR shall have a Quality Improvement Program (QIP) and a Quality Assurance Program (QAP) that meets the requirements of SCEMSA program documents 7600: Quality Improvement Program and 7602: Quality Assurance Program for ALS providers.
- H. CONTRACTOR shall ensure that relevant and frequent education and training courses are provided to assist, train, and educate field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement Plan.
- I. In the event that METRO FIRE establishes pilot programs, research project, or other programs related to the response, or delivery of prehospital emergency medical services, or transportation of patients, CONTRACTOR shall participate in all programs as requested by METRO FIRE CONTRACTOR agrees to participate at no additional cost to the CONTRACTOR unless otherwise agreed to by the Parties in writing. CONTRACTOR further agrees that services provided under these programs or projects shall be in addition to the other services described herein, and shall not relieve CONTRACTOR of its duties as provided in this Agreement.

- J. CONTRACTOR shall provide stand-by/special event coverage for scheduled non-emergency purposes. METRO FIRE shall provide at least three (3) days advance notice to the CONTRACTOR. CONTRACTOR shall provide a backup ambulance and crew for the duration of the event to cover for the unit involved, allowing METRO FIRE's crew to participate without interruption. CONTRACTOR will be paid a Standby Unit Hour Rate equal to the Unit Hour Rate for prehospital emergency medical response which shall include under this contract, one hour standard unit rate before the event and after event conclusion.

02. VEHICLES

- A. Twelve (12) hour Ambulances: CONTRACTOR shall provide Six (6) Ambulance units deployed Twelve (12) hours per day, 365 days per year, for a total of 26,280 yearly unit hours. Any unit hours incurred in excess of the standard 12 hour per unit deployment due to emergency incidents shall be paid at the standard unit hour price. At the request of METRO FIRE, additional unit hours may be added to or reduced from the standard Six (6) Ambulance deployment.
 - 1. Deployment locations and times will be determined by METRO FIRE. METRO FIRE will provide fourteen (14) days' notice prior to changes in deployment location and times.
- B. In addition to six (6) deployed units CONTRACTOR shall provide in "ready" condition, two (2) additional units as a ready reserve that can be placed into service as needed.
- C. All ambulances shall be housed at 8689 Folsom Blvd, Sacramento, or other such locations as are approved in writing by the Fire Chief.
- D. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation and the Sacramento County EMS Agency. Vehicles will be painted or wrapped and marked according to the specifications provided by METRO FIRE and shall be compliant with State and local policies. All Vehicles and or replacement vehicles are subject to the approval of METRO FIRE.
- E. CONTRACTOR agrees to purchase three (3) new ambulances upon execution of this Agreement that conform to the requirements of the Request for Proposal which shall be used by CONTRACTOR to meet the requirements described herein. Units shall be placed into service at the earliest possible time.
- F. CONTRACTOR agrees to purchase one (1) additional new ambulance by July 1st in each subsequent year for the first three years of the term of this Agreement, totaling five (5) new units by the end of year three of this Agreement. In the event the Agreement is extended as provided herein, CONTRACTOR shall purchase one (1) additional ambulance within the first 30 days of the first extension period.
- G. CONTRACTOR shall be responsible for, and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement. Disruption in service due to CONTRACTOR's non-compliance with the maintenance plan will be considered a material breach of this Agreement and grounds for immediate termination.
- H. In the event an ambulance is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), CONTRACTOR shall ensure that a replacement ambulance is immediately provided that meets the

same requirements and specifications and includes the same equipment and supplies as described herein.

- I. If a dedicated ambulance is permanently removed from service, the CONTRACTOR shall replace the ambulance with an ambulance meeting the requirements set forth in this Agreement, with equivalent usage and overall wear. The replacement unit shall be approved by METRO FIRE, and any modifications shall be approved in writing by the Fire Chief.

03. EQUIPMENT AND SUPPLIES

A. CONTRACTOR shall ensure that the minimum required equipment, supplies, and inventory for ambulances is provided as follows:

1. Communications

- a. Each ambulance shall be equipped with a minimum of one 800 MHz Mobile Radio. This radio shall be P25 compliant and capable of transmitting on Sacramento County's Motorola Land Mobile Radio Land Mobile Radio ("LMR") system. Radios shall be programmed with the fire zones used by the SRFECC. The Setup programming, and costs of the radio(s) is the responsibility of the CONTRACTOR.
- b. Each ambulance shall be equipped with a minimum of one 800MHz Portable Radio per crew member. The radios shall be P25 compliant and capable of transmitting on Sacramento County's Motorola LMR system. Radios shall be programmed with the fire zones used by the SRFECC. The Setup programming costs of the radio(s) is the responsibility of the CONTRACTOR.
- c. Each ambulance shall be equipped with a minimum of one very high frequency (VHF) Radio. The radio shall have the most current Amador-El Dorado Unit programming. The Setup programming of the radio(s) is the responsibility of the CONTRACTOR.
- d. Each ambulance shall be equipped with a mobile router that is active with a cellular provider. Mobile routers shall have a global positioning system (GPS) antenna and the ability to add a GPS server for Automatic Vehicle Locator (AVL) information. METRO FIRE is not currently on the FirstNet System, however, should METRO FIRE switch to FirstNet during the course of the contract, the CONTRACTOR shall upgrade vehicle modems to be Band 14 compliant and capable of operating on the FirstNet system. METRO FIRE shall give the CONTRACTOR a minimum 120 day notice to allow the CONTRACTOR sufficient time to complete the upgrade. Setup and configuration of mobile routers shall be the responsibility of the CONTRACTOR.
- e. Each ambulance shall be equipped with a computer capable of running Windows 7 or Windows 10. Each computer shall have a minimum of 4 GB of RAM and a 500 GB SD hard drive in order to install the CAD mobile client. Mobile software, such as NetMotion, is required to communicate with SRFECC, CAD, and METRO FIRE units. Software licensing to connect to CAD shall be obtained directly from SRFECC. Approximate cost of a NetMotion license is \$400 per unit, per year. Approximate cost of the CAD mobile client license is \$80 per device, per year. Fees are subject to change and are the sole responsibility of the CONTRACTOR.
- f. The CONTRACTOR shall be set up as a secondary user under METRO FIRE on the Sacramento Regional Radio Communications System (SRRCS) for all 800 MHz radios. There will be a radio subscription fee of approximately \$315 per radio, per year. All secondary user subscription fees will be the responsibility of the CONTRACTOR. METRO FIRE will invoice the CONTRACTOR for all subscription fees. Invoices are subject to a 15% administration fee. Radio subscription fees are subject to change based on SRRCS fees assessed to primary users.

- g. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Agreement so as to fully respond to calls for emergency medical services or any other response or activity required by the terms of the Agreement.
 - h. CONTRACTOR shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contracted ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times.
 - i. CONTRACTOR shall be responsible for supplying vehicles, equipment, supplies, and radios that meet or exceed the aforementioned specifications to assure interoperable communications with METRO FIRE units, receiving hospitals, and SRFECC.
- 2. Medical Equipment & Supplies Inventory**
- a. CONTRACTOR shall ensure that the medical equipment and supplies inventory of all ambulances complies with SCEMSA protocols. Every ambulance unit must be equipped and staffed to operate at the ALS level on all emergency and non-emergency calls received under this Agreement at all times.
- 3. Standardized Inventory**
- a. CONTRACTOR shall provide where possible standardization of EMS equipment and supplies of ambulances with the same EMS equipment and supplies used by the METRO FIRE.
- 4. Supplies Restock System**
- a. CONTRACTOR shall provide a fully stocked ambulance with all disposable medical supplies and SCEMSA inventory requirements. CONTRACTOR shall be responsible for ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory and sufficient inventory to re-stock METRO FIRE units on-scene as needed.
- 5. Color, wrapping, lettering**
- a. CONTRACTOR shall provide ambulances that are red in color, painted or wrapped. All costs to comply with paint and wrapping shall be the responsibility of CONTRACTOR.
 - b. Each ambulance must permanently display the name of the CONTRACTOR or display identification or logo on the outside of the vehicle identifying the CONTRACTOR in compliance with State and local statutory or regulatory requirements.
 - c. Logo and identification shall prominently indicate the partnership between METRO FIRE and the CONTRACTOR.
 - d. Any restriping, lettering, or wrapping as a result of this Agreement shall be at the CONTRACTOR's expense.
 - e. The color, lettering, logo, and identification of each ambulance shall be approved in advance by METRO FIRE.

04. TIME STANDARDS

This contract requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Performance will be monitored throughout the contract. The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractile) by the Contractor's crews. Monetary reductions in the unit hour cost will be assessed for failing to comply with the following time standards:

- A. ALARM to ENROUTE INTERVAL, ≤ 1 minute
- B. ENROUTE to ON SCENE INTERVAL, CODE-3 ≤ 8 minutes
- C. ENROUTE to ON SCENE INTERVAL, NON-EMERGENT (CODE-2) ≤ 12 minutes

05. PENALTIES

The terms of this Agreement which relate to data keeping, reporting, report preparation, the provision of equipment and supplies and all other terms which define the duties of CONTRACTOR in complying with this Agreement are essential to the efficient, professional, and legal standards for pre hospital emergency medical services. In order to best ensure compliance, CONTRACTOR agrees to be subject to payment of monetary penalties for violations of certain obligations. The imposition of penalties shall not be deemed a waiver of METRO FIRE's rights to enforce the terms of the Agreement. The penalties are as follows:

- A. Failure to be available for dispatch at the agreed upon start time - \$500
- B. Failure to meet ground ambulance time standards - \$500
- C. Failure to meet requirements of data and reporting - \$200
- D. Failure to accurately complete PCR in accordance with policy - \$500
- E. Failure to ensure equipment and supplies on board an emergency ambulance - \$ 500
- F. Failure to provide timely quality improvement data and reports - \$ 250
- G. Failure to provide timely unusual occurrence reports - \$200
- H. Failure to respond to an emergency request for a response - \$1,000
- I. Failure to communicate Clinical, Operational, or Systematic Errors - \$500
- J. Improper Certification - \$1,500

06. PENALTY DISPUTES

CONTRACTOR may dispute, in writing, within 10 calendar days of receipt of notification of the imposition of any penalty or penalty calculation by METRO FIRE. METRO FIRE shall within 30 calendar days from the date of the dispute letter sent by the CONTRACTOR review the dispute and make a decision to eliminate, modify, or maintain the disputed penalty. Should the CONTRACTOR desire to appeal METRO FIRE's decision regarding the dispute, a written request must be submitted to the METRO FIRE Board of Directors within five (5) calendar days of date of the letter sent by METRO FIRE. CONTRACTOR's appeal to the Board of Directors shall constitute the CONTRACTOR'S exclusive remedy to challenge the decision by METRO FIRE regarding the disputed penalty. All decisions by the METRO FIRE Board of Directors shall be considered final. Any decision on review or appeal shall not constitute a waiver of any right or entitlement of METRO FIRE under the terms of this Agreement.

07. PERSONNEL AND HOUSING

A. Staffing

- 1. CONTRACTOR shall ensure that all units, regardless of hours staffed, are at all times staffed at the minimum with one (1) Emergency Medical Technician (EMT) certified in Sacramento County, and one (1) paramedic licensed and accredited in Sacramento County. All personnel are employees of CONTRACTOR.

B. General Employment Policies

- 1. Employee Wellness & Personnel Assistance Resources – CONTRACTOR shall ensure that all employees have access to a Wellness & Personnel Assistance program and/or resources. All contracted crews will be offered involvement in Post-Incident Stress Debriefings and Peer Support offered by METRO FIRE when available.
- 2. Criminal Background Check - Background screening shall include the following, and any employee or prospective employee failing to meet the criteria of METRO FIRE shall be disqualified from providing services under this Agreement:
 - a. Social Security Number Verification
 - b. Criminal Search (7 years or up to 5 criminal searches)

- c. Employment verification to include eligibility for re-employment for each employer for 7 years
 - d. OIG List of Excluded Individuals/Entities (LEIE) pre-hire and monthly
 - e. Sex Offender Registry Check
 - f. GSA List of Parties Excluded from Federal Programs
 - g. Department of Motor Vehicle Driving History
 - h. State and Local Licensure/Accreditation Verification (*No personnel assigned to CONTRACTOR ambulances under this Agreement shall have licenses/certification/accreditation that are on probation*)
 - i. Drug Screen- cocaine, methamphetamine, opioids, barbiturates, THC
 - j. Upon request and periodically shall provide METRO FIRE with a continuing certification
3. Physical Fitness Testing & Training – CONTRACTOR shall ensure that each EMT and paramedic maintains a level of physical fitness that allows them to meet the demands of the job throughout the entire Term of the Agreement.
 4. Driver History – CONTRACTOR shall require all ambulance drivers in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by METRO FIRE within fifteen (15) days of the request. CONTRACTOR shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employment.
 5. Driver Training Program – CONTRACTOR shall require all ambulance personnel in its employment to successfully complete an approved emergency ambulance driver training program to ensure that ambulances are operated in a legal and safe manner. The driver training program should be designed to verify driving proficiency upon hire and updated training shall be provided. The driver program shall meet or exceed industry standards. CONTRACTOR shall ensure that its vehicles are at all times operated in a safe manner.
 6. Vehicle & Equipment Familiarity – CONTRACTOR shall ensure that all employees who staff any ambulance as part of this Agreement are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.

C. Uniforms & Personal Protective Equipment

1. Uniforms - CONTRACTOR employees shall wear uniforms that are approved by METRO FIRE for the use by contracted ambulance employees when functioning as an on duty EMT or paramedic on a METRO FIRE contracted Ambulance. Uniform requirements may be changed at any time during the duration of the Agreement at the sole discretion of the Fire Chief, unless otherwise required by law or regulation, METRO FIRE will provide sixty (60) days' notice to the CONTRACTOR. If requested change has an expected cost of over \$5,000.00 CONTRACTOR has right to implement over a six (6) month timeline.
2. Personal Protective Equipment (PPE) - CONTRACTOR shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, eye protection, and ear/hearing protection, and any local and State required PPE that may be implemented during the life of this agreement.
3. Costs – CONTRACTOR or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of this Agreement, METRO FIRE and the CONTRACTOR will mutually agree on the specific brand/model/type of PPE to be used.

D. Employee Appearance & Behavior

1. METRO FIRE Policies/Procedures – CONTRACTOR shall ensure that employees adhere to all relevant METRO FIRE policies/procedures regarding appearance and behavior. METRO FIRE will provide CONTRACTOR copies of all relevant policies/procedures before commencement of this

Agreement to give CONTRACTOR adequate time for the selection, assignment, and preparation of assigned employees.

2. General Appearance – CONTRACTOR shall ensure that employees at all times look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of METRO FIRE and the Fire Service/EMS profession generally.
3. Grooming & Hygiene – Employees shall be clean and well-groomed at all times while on-duty or otherwise representing METRO FIRE, and exercise good personal hygiene habits in accordance with METRO FIRE policies, procedures, and standards.
4. Mental Alertness – Employees shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
5. Physical Fitness – Employees shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and paramedic.
6. Conduct – Employees shall always act in a safe, professional, and courteous manner.
7. Advocacy – Employees are deemed part of the EMS system, and are therefore expected to always act in the best interests of the EMS system and the patients who depend on us.

E. Facilities

1. Ambulance Station / Crew Quarters – All dedicated CONTRACTOR ambulances and crews will have access to METRO FIRE stations and restrooms, while the station is open and staffed, provided there is no negative impact on station activities and personnel are in quarters to facilitate access.
2. Security – CONTRACTOR shall ensure compliance by each ambulance crew with the security plan/measures outlined by METRO FIRE to adequately protect the personnel, equipment, supplies, and apparatus while in quarters.
3. Inspections – METRO FIRE on-duty EMS Supervisor or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. CONTRACTOR's refusal to permit such an inspection will be deemed a material breach of this Agreement and grounds for immediate termination. METRO FIRE will provide 24 hours' notice of inspection.

08. OPERATIONS

CONTRACTOR's Employees shall work under the direction of the Incident Commander.

09. COMPENSATION TO CONTRACTOR

- A. METRO FIRE agrees to compensate CONTRACTOR based on a unit hour cost. Unit hour cost is the hourly rate paid to CONTRACTOR for each hour of deployment of ambulances in performance of all obligations and duties under this Agreement. The unit hour cost shall be the same for ALS Ambulance Transport Services, Surge Protection and Stand-by/ Special Event Coverage. The unit hour cost shall be:
 1. July 1, 2019 – June 30, 2020 \$121.60/hour
 2. July 1, 2020 – June 30, 2021 \$124.31/hour
 3. July 1, 2021 – June 30, 2022 \$127.91/hour
- B. For any services provided by the CONTRACTOR on behalf of the METRO FIRE, including surge units as defined below, METRO FIRE shall be responsible for billing the patient or any third-party payor for the services provided by the CONTRACTOR. The CONTRACTOR shall not seek payment from the patient

or any third-party payor for any services. METRO FIRE shall reimburse the CONTRACTOR at the rates set forth in the Contract, and the CONTRACTOR shall accept the rate as payment in full for services.

- C. CONTRACTOR shall submit monthly invoices to METRO FIRE. The amount of the invoice shall not exceed the Basic Contract Price, which is the total number of hours for deploying six twelve-hour ambulances for each day of the month being billed, or 72 hours per day, at the hourly rate set forth above. METRO FIRE shall electronically transfer payment to CONTRACTOR within 30 days of receipt of the invoice.

Any hours in addition to the Basic Contract price incurred for Surge Protection, or Stand-by/Special Event Coverage shall be submitted on a separate monthly invoice setting forth the date of service, the time incurred, and the incident numbers for the activity or call. These additional payments will be paid within 45 days of receipt of the invoice.

METRO FIRE and CONTRACTOR will meet at least one time per year to review and discuss system operations, expenses, and revenues.

Invoices shall be submitted electronically to ap@metrofire.ca.gov and also to:
Director of Emergency Medical Services
Sacramento Metropolitan Fire District
10545 Armstrong Ave, Ste. 200
Mather, CA 95655

10. LICENSES AND CERTIFICATES

CONTRACTOR shall maintain all necessary state and local licenses, permits, certifications, approvals and authorizations in order to perform all of its obligations in connection under this AGREEMENT.

11. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an independent CONTRACTOR. CONTRACTOR is not the agent or employee of the METRO FIRE in any capacity whatsoever, and METRO FIRE shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR. CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which METRO FIRE may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or

employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of METRO FIRE.

12. EXCLUSIVITY

This is an exclusive contract for services. CONTRACTOR shall not conduct any operations within METRO FIRE's jurisdictional boundaries that are in competition with the services provided by METRO FIRE or by CONTRACTOR under the terms and conditions of this Agreement.

CONTRACTOR may be dispatched by METRO FIRE to incidents within other jurisdictional boundaries. CONTRACTOR and its employees shall conduct themselves in the same manner as when responding with METRO FIRE units.

METRO FIRE, with the consent of the CONTRACTOR, may allow other agencies to be added to this Agreement on the same terms and conditions in this Agreement, as allowed by law.

Nothing herein shall prevent METRO FIRE from entering into any Agreement with any governmental agency providing prehospital emergency services in Sacramento County, incorporating the same terms and conditions of this Agreement, as permitted under law and with the approval of the CONTRACTOR.

13. DATA COLLECTING, REPORTING, AND DOCUMENTATION

METRO FIRE and the CONTRACTOR shall meet monthly to review and discuss Data and Documentation from the previous month and track all relevant data from all ambulance responses initiated by METRO FIRE.

- A. Data Collection – The CONTRACTOR shall work with crews to ensure that all data requested by METRO FIRE is collected on each transport.
- B. Documentation – The CONTRACTOR shall ensure that each crew is complying with the documentation standards set forth in SCEMSA and METRO FIRE policies.

14. TERM

- A. The Initial Term of this Agreement shall commence on July 1, 2019 and shall terminate three (3) years thereafter, unless sooner terminated as provided herein. Alternatively, if requested by METRO FIRE, CONTRACTOR shall commence operations under the terms and conditions of this Agreement within fifteen (15) days of receipt of written notification to commence from METRO FIRE, and upon request from METRO FIRE, shall undertake to commence operations as soon as reasonably practicable, should such be necessary to prevent any interruption in service.
- B. This Agreement may be renewed upon the same terms and conditions for no more than two (2) additional one (1) year term after the Initial Term ("Renewal Term"), unless sooner terminated as provide hereunder. CONTRACTOR shall provide written notice to METRO FIRE of its intent to request renewal of this Agreement no later than nine (9) months prior to the expiration of the Initial Term. The following conditions shall be satisfied prior to approval by METRO FIRE of such request for renewal by CONTRACTOR:
 - 1. METRO FIRE finds and determines that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.
 - 2. METRO FIRE's Fire Chief recommends renewal of this Agreement and its terms.

15. TERMINATION

A. By Either Party

Upon written notice by either of the Parties to this Agreement, specifying the effective date of termination as the next occurring last day of June, and notice being given to the other party no later than December 31st, preceding the date of termination.

B. By METRO FIRE Based Upon Absence of Approved Funding.

CONTRACTOR understands that the continuation of this Agreement after the close of any fiscal year ending on June 30 shall be subject to budget approval providing for or covering the costs of this Agreement as an expenditure in the budget for the next fiscal year. METRO FIRE does not represent that funds to cover the costs of this Agreement as a budget item will be available and adopted, said determination being the determination of the Board of Directors at the time of the adoption of the budget and is subject to the discretion of the Board of Directors. In the event that it appears to METRO FIRE that funds to cover the costs of this Agreement will not be adopted for the ensuing fiscal year, METRO FIRE shall provide 90 days' notice to CONTRACTOR prior to expiration of the then existing fiscal year, and this Agreement will terminate upon expiration of the then existing fiscal year. No penalty shall accrue to METRO FIRE in the event this provision shall be exercised. Should termination be accomplished in accordance with this provision, METRO FIRE shall be responsible for payment of all services rendered as of the date of termination.

C. By METRO FIRE Based Upon Changes to the System

METRO FIRE may terminate this Agreement upon 180 days' written notice to CONTRACTOR should METRO FIRE determine, in the exercise of its sole discretion, that changes to the system would result in a reduction of demand for the EMS ambulance transport services provided by METRO FIRE.

D. By METRO FIRE for Cause

Any of the following occurrences or acts will constitute a material breach by the CONTRACTOR under the terms and conditions of this Agreement:

1. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after METRO FIRE has given the CONTRACTOR notice in writing. If the failure cannot be remedied within fifteen (15) days, then METRO FIRE, at its discretion, may extend, in writing, the time period, or terminate this Agreement.
2. An assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
3. The appointment of a receiver for the CONTRACTOR; or
4. For reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs 1, 2, 3, or 4 occur, METRO FIRE will have the right to terminate this Agreement immediately, which shall be done in writing and sent to the CONTRACTOR via certified, U.S. Mail.

Notwithstanding anything contained herein, METRO FIRE may, at any time during the term of this Agreement, upon giving 30-days written notice to the CONTRACTOR, terminate this Agreement, if METRO FIRE is of the opinion that the services supplied by the CONTRACTOR are of an unsatisfactory standard to METRO FIRE or that the CONTRACTOR no longer has the financial capability to perform its obligations under this Agreement.

E. By Mutual Agreement

This Agreement may be terminated by written mutual agreement of the CONTRACTOR and METRO FIRE.

16. BREACH OR DEFAULT OF AGREEMENT; FACTORS CONSTITUTING CAUSE

- A. CONTRACTOR's failure to perform the covenants, conditions, terms, and/or requirements set forth in this Agreement in the time and manner specified shall constitute a material breach of this Agreement and Cause for termination.
- B. It is the Intention of METRO FIRE to communicate all issues directly to CONTRACTOR prior to official breach notification, so the parties can work to resolve as possible breaches or issues.
- C. In addition to the factors identified in Paragraph A of this section of the Agreement, conditions or circumstances constituting a material breach by CONTRACTOR may include but are not limited to the following:
1. Failure of CONTRACTOR to operate the portion of the ambulance service system for which CONTRACTOR is responsible in a manner which enables METRO FIRE and CONTRACTOR to remain in compliance with the requirements of the County of Sacramento Emergency Medical Services Agency ambulance ordinance and related rules and regulations.
 2. Supplying METRO FIRE with materially false or misleading information during the RFP process or during the course of producing required monthly response reports.
 3. Willful falsification or unreasonable withholding of data supplied to METRO FIRE or to the LEMSA during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
 4. Failure to meet the minimum vehicle deployment plan for ambulance service as described in this Agreement.
 5. Failure to meet response time standards as described in this Agreement.
 6. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
 7. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.
 8. Failure of CONTRACTOR to maintain all training and continuing education per Sacramento County LEMSA and SCEMSA policies and procedures and State regulations.
 9. Failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.
 10. Failure or refusal of CONTRACTOR to respond to any request of METRO FIRE, the Fire Chief or designee concerning the operation of the EMS delivery system in METRO FIRE, within (48) hours.
 11. Transfer of ownership or any change in ownership of CONTRACTOR OR transfer of CONTRACTOR stock in an amount equal to or greater than fifty percent (50%) of such ownership to any persons or entities other than the current shareholders of CONTRACTOR or transfer of twenty five percent (25%) of CONTRACTOR's assets.
 12. Disruption of service due to failure to maintain CONTRACTOR's ambulance vehicle maintenance schedule.
 13. The lapse of any license, permit or approval issued to CONTRACTOR necessary to provide the Services under this Agreement by a federal, state or local government.
 14. The breach or default by CONTRACTOR of any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
 15. The loss by CONTRACTOR of legal capacity to contract.

16. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final judgment (after exhaustion of any period of appeals) by any court in an amount of one hundred thousand dollars (\$100,000.00) or more.
 17. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated a bankrupt, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
 18. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
 19. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
 20. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from METRO FIRE fails within seven (7) days from receipt of such notice to have fully cured and corrected such breach or default.
 21. Lapse of insurance required under this Agreement.
 22. An unconsented assignment or delegation as defined herein below.
 23. Failure to manage and resolve citizen complaints to the satisfaction of METRO FIRE or the Fire Chief.
 24. Failure to meet the on-time performance criteria as set forth within this Agreement.
 25. CONTRACTOR shall not utilize any protected health information (PHI) or reports containing PHI generated as a result of this Agreement for any purpose not expressly authorized by METRO FIRE. Unauthorized disclosure of any PHI shall be considered a material breach.
- D. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by METRO FIRE. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach, and/or a waiver of any other right or entitlement under this agreement.
- E. Nothing herein shall act as any limitation upon the remedies available to METRO FIRE whether at law or equity, or otherwise, in the event of a material breach or default of this Agreement or termination of the Agreement for Cause.

17. COMPLIANCE WITH LAWS

In the performance of this Agreement, CONTRACTOR shall abide by and conform to (and shall ensure that CONTRACTOR'S employees, agents and representatives, if any, shall abide by and conform to) any and all applicable laws, statutes, safety rules, regulations and practices of the United States, the State of California, the policies and procedures as provided to CONTRACTOR by METRO FIRE, and any other local laws. Such compliance includes, but is not limited to, the California Health and Safety Code, the California Vehicle Code, and the County of Sacramento Emergency Medical Service policies and procedures.

- A. CONTRACTOR is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. CONTRACTOR is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to METRO FIRE along with CONTRACTOR's action to mitigate the effect of such violations. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
 2. Health Insurance Reform: Security Standards.
 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. CONTRACTOR assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. LAWS GOVERNING CONSTRUCTION OF TERMS

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

19. RESOLVING COMPLAINTS ABOUT SERVICE

- A. Should complaints arise which are directed at level of care, response personnel action or inaction, such complaints shall be addressed within forty-eight (48) hours and reported to the METRO FIRE EMS Division with explanation of actions taken or course of action or investigation.
- B. METRO FIRE's on-duty EMS Officer (EMS24) must be notified immediately whenever a motor vehicle accident involving a CONTRACTOR-operated METRO FIRE ambulance under this agreement has occurred.
- C. METRO FIRE must be notified in writing within forty-eight (48) hours whenever the following occurs:
1. The hiring of any person involved in the delivery of services under this Agreement. Notification shall include the full name and provide necessary certifications/license numbers.
 2. The separation/termination or other status change of any of the CONTRACTOR's personnel involved in the delivery of services under this Agreement.
 3. Change in the CONTRACTOR's management and supervisory structure.
- D. All complaints, in writing and verbal, reported to the CONTRACTOR either by a third party or by METRO FIRE relating to emergency ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of the CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and representatives of any external agency that may be making the complaint. A written report regarding the disposition of same shall be provided to METRO FIRE within fourteen (14) days of receipt of the complaint. The report provided to METRO FIRE shall state the name, address and telephone number of the complainant; the subject matter of the complaint; the date, time and location of the incident about which the complaint relates; witnesses to the incident; and the names of the employees involved in the incident. The report shall also include recommendations by CONTRACTOR for resolving the complaint, or disposition of the complaint if already resolved.
- E. Nothing stated herein precludes METRO FIRE from conducting an independent investigation of any complaint.

20. DISPUTES BETWEEN CONTRACTOR AND METRO FIRE

With the exception of Disputes related to Penalties, either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall propose a date and location for a meeting of the Parties hereto at which such Parties shall attempt to resolve such dispute. Parties shall mutually agree upon a date within 5 days' notice. METRO FIRE shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the Parties within 30 days, the dispute may be referred by either party to the METRO FIRE Board of Directors. Should CONTRACTOR disagree with the decision of the METRO FIRE Board of Directors, within 30 calendar days of written notification of the decision of the METRO FIRE Board of Directors, CONTRACTOR may request that the dispute be submitted to binding arbitration. Arbitration shall be conducted by a single arbitrator selected by mutual agreement of the Parties. Arbitration shall be conducted pursuant to the California Code of Civil Procedure sections 1280 – 1294.2 Each Party shall bear one-half the cost of the arbitrator and shall bear its own attorneys' fees, costs and expenses of arbitration. The decision of the arbitrator shall be final and binding upon the parties.

21. ASSIGNMENT AND DELEGATION

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of METRO FIRE, which consent may be withheld by METRO FIRE. Any attempted assignment or delegation in derogation of this paragraph shall be void. For purposes of the Section, a transfer or any change in ownership of CONTRACTOR or transfer of CONTRACTOR stock in an amount equal to or greater than fifty percent (50%) of such ownership to any persons or entities other than the current shareholders of CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

22. GRATUITIES PROHIBITED

CONTRACTOR warrants that neither it, nor any of its employees, agents, or representative has offered or given any gratuities to METRO FIRE's employees, agents or representatives in an attempt to secure this Agreement or secure favorable treatment with respect thereto.

23. CONFLICTS OF INTEREST

- A. CONTRACTOR warrants that it has no blood or marriage relationship, and that it is not in any way associated with, any preparer of the RFP for this Agreement. CONTRACTOR acknowledges receipt of METRO FIRE's Conflict of Interest Policy. CONTRACTOR agrees to abide by such Policy, and agrees that any material breach of such Policy shall give METRO FIRE the right to rescind, cancel or otherwise terminate this agreement, at METRO FIRE's discretion.
- B. CONTRACTOR shall be responsible for complying with the above Policy and such other conflict of interest laws as may be applicable, as such laws may be amended from time to time.

24. WAIVER

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless stated to be such, in writing, by METRO FIRE and attached to the original Agreement.

25. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless METRO FIRE, their officials, officers, agents, employees, representatives and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter

collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by CONTRACTOR and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence or willful misconduct of METRO FIRE.

METRO FIRE agrees to defend indemnify and hold harmless CONTRACTOR their officials, officers, agents, employees, representatives and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by METRO FIRE and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence or willful misconduct of CONTRACTOR.

26. INSURANCE

Without limiting METRO FIRE's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

A. **General Liability** shall be on an Occurrence basis, not a Claims Made basis. Minimum limits and structure shall be:

1. General Liability Aggregate: \$3,000,000
2. Products Comp/Op Aggregate: \$3,000,000
3. Personal & Adv Injury: \$1,000,000
4. Each Occurrence: \$1,000,000
5. Fire Damage: \$ 100,000

B. **Automobile Liability**

1. **Commercial Automobile Liability** (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$5,000,000 Combined Single Limit
2. **Personal Lines Automobile Liability** (for individually owned vehicles) - \$250,000 per person, \$500,000 each accident, \$100,000 property damage

C. **Workers' Compensation and Employer's Liability**

1. Per Statute
2. \$1,000,000 per accident for each accident
3. \$1,000,000 for disease
4. This policy shall be endorsed to waive the insurers' subrogation rights against the District.

D. **Professional Liability**

1. Professional Liability including Medical Malpractice and Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

E. **Additional Insured**

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor, or automobiles owned, leased, hired, or borrowed by the vendor.

The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the District to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. The Contractor shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of the contract.

The District will not be responsible for any deductible that may apply in any of the said insurance policies.

The Contractor covenants and agrees that the District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

- F. No insurance required under this Agreement shall provide for a deductible in excess of \$5,000, or a self-insured retention in any amount, without prior written consent of METRO FIRE and, the granting or denying of such consent shall be at the sole and absolute discretion of METRO FIRE.
- G. All insurance required herein shall be written by insurers admitted to do business in the state of California, and maintaining a Best's rating of no less than A.
- H. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to METRO FIRE insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution of this Agreement, CONTRACTOR shall provide to METRO FIRE endorsements to the above-required policies which amend these policies to comply with the requirements of this Section. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Upon written request from METRO FIRE, it shall be CONTRACTOR's responsibility to see that METRO FIRE receives documentation acceptable to METRO FIRE which sustains that the individual(s) signing said endorsements is indeed authorized to do so by the insurance company. Also, METRO FIRE has the right to demand, and to receive within a reasonable time period, certified copies of any insurance policies required under this Agreement.
- I. In addition to any other remedies METRO FIRE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, METRO FIRE may, at its sole option:
 - 1. Order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the requirements hereof.
 - 2. Terminate this Agreement. Exercise of any of the above remedies, however, is an alternative to other remedies METRO FIRE may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR's performance of, or failure to perform, the work covered under this Agreement. METRO FIRE reserves the right at any time to review the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of METRO FIRE, the insurance provisions in this Agreement do not provide adequate protection for METRO FIRE or the users of ambulance service, METRO FIRE shall have

the right to require CONTRACTOR to obtain insurance sufficient in coverage, form, and limits to provide adequate protection, and CONTRACTOR shall promptly comply with such requirement. METRO FIRE's requirements shall not be unreasonable, but shall be adequate in the sole opinion of METRO FIRE to protect against the kind and nature of risks which exist at the time a change of insurance is required, or thereafter, but in no event shall the required limits exceed One Hundred Twenty Percent (120%) of the limits set forth herein. METRO FIRE at its sole discretion may lower or reduce the requirements, limits, terms, and conditions set forth herein, provided that (i) any such request from CONTRACTOR must be in writing, (ii) determines that such change is in the best interest of METRO FIRE, and (iii) approves such changes in writing to CONTRACTOR.

J. Certificates of Insurance and All Required Endorsements shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372
purchasing@metrofire.ca.gov

27. AUDITS

- A. At any time during normal business hours, and as often as may reasonably be deemed necessary, METRO FIRE's representatives may observe CONTRACTOR's operations and CONTRACTOR shall make available to METRO FIRE for its examination, its records with respect to all matters covered by this Agreement, and METRO FIRE may audit, examine, copy and make excerpts or transcripts from such records, records of personnel, daily logs, conditions of employment, and other data, including but not limited to financial records, related to all matters covered by this Agreement. METRO FIRE representatives may, at any time and with a 24-hour notification, directly observe the CONTRACTOR's field operations and maintenance facility, and a METRO FIRE representative may ride as "observer" on any of the CONTRACTOR's ambulance units at any time.
- B. METRO FIRE's right to observe and inspect operations or records in CONTRACTOR's business office shall be restricted to normal business hours and reasonable notification shall be given CONTRACTOR in advance of any such visit.

28. ANNUAL AUDITED FINANCIAL STATEMENTS

- A. CONTRACTOR shall furnish complete annual financial statements of CONTRACTOR to METRO FIRE, including its balance sheet, statement of revenues and expenses, and statement of changes in cash position, with a copy to METRO FIRE's Auditor. The statement shall have been examined by an independent and certified public accountant, and shall include the unqualified opinion of such accountant as to whether such statement is a fair representation of the date included therein.
- B. To the extent permitted by law, METRO FIRE will endeavor to maintain as confidential all information contained within such financial statements that is not otherwise available to the public. In the event a demand for disclosure of such information is made, METRO FIRE will inform CONTRACTOR of such demand and CONTRACTOR may pursue all appropriate action to maintain the confidentiality of such information, at CONTRACTOR's sole expense.

29. RETENTION OF RECORDS

CONTRACTOR shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, CONTRACTOR shall make these records available to authorized representatives of METRO FIRE, the State of California, and the United States Government.

30. DESIGNATION OF AGENTS

METRO FIRE's Fire Chief, or his designee, shall represent METRO FIRE in all matters pertaining to this Agreement.

CONTRACTOR's Chief Executive Officer (CEO) or her designee, shall represent CONTRACTOR in all matters pertaining to this Agreement.

31. NO THIRD PARTY RIGHTS

The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

32. INTEGRATION CLAUSE

- A. This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the Parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the Parties hereto. Any Section of the RFP Response not specifically incorporated herein either by reference or by actual inclusion shall not be considered as part of this Agreement and shall be of no force or effect.
- B. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

33. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute may be given by METRO FIRE by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to CONTRACTOR at CONTRACTOR's address set forth below or any new address provided by CONTRACTOR in writing to METRO FIRE. Service of said notice or demand on CONTRACTOR shall be complete five (5) days after deposit of said notice or demand in the mail. Any notice or demand required or permitted by the terms of this Agreement or by any law or statute may be given by CONTRACTOR by delivering said notice or demand to METRO FIRE at:

Sacramento Metropolitan Fire District Headquarters
10545 Armstrong Avenue, Suite 200
Mather, California 95655-4102

34. EFFECTIVE DATE AND AUTHORITY

CONTRACTOR and CONTRACTOR's signatory represent that the signatory holds the position set forth below his signature and that the signatory is authorized to execute this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR hereto.

This Agreement shall be effective on the date on July 1, 2019.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Sacramento Metropolitan Fire District:

Medic Ambulance Service:

By: _____

By: _____

Printed Name: Todd Harms

Printed Name: Helen F. Pierson

Title: Fire Chief

Title: CEO

Date: _____

Date: _____