



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, August 11, 2022 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California

&

Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 844 7210 5296#

Passcode: 045 853 826#

Cinthia Saylor
Board President
Division 1

D'Elman Clark
Board Vice President
Division 6

Walt White
Board Secretary
Division 9

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

Jennifer Sheetz
Board Member
Division 5

Vacant
Board Member
Division 7

Gay Jones
Board Member
Division 8

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. Per the State of Emergency effective March 2, 2020, the Board of Directors of the Sacramento Metropolitan Fire District proclaimed that a local emergency exists, and authorized remote teleconference meetings from July 14, 2022 through August 12, 2022 pursuant to Brown Act provisions.

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. **If you would like to view the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Melissa Penilla
Board Clerk
(916) 859-4305

penilla.melissa@metrofire.ca.gov

The Board will convene in open session at 6:00 p.m.



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, AUGUST 11, 2022

CALL TO ORDER

ROLL CALL

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Saturday, August 13th at 1:00pm and Monday, August 15th at 6:00pm on Channel 14; Webcast at metro14live.saccounty.net.

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.

CONSENT ITEMS

- | | <u>Page No.</u> |
|---|-----------------|
| 1. Action Summary Minutes
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of July 28, 2022. | 6 |
| 2. Surplus Vehicle Designation
Recommendation: Adopt a Resolution establishing a list of surplus vehicles, and sell or donate the vehicles as deemed appropriate by the Fire Chief. | 11 |
| 3. Purchase Approval – Five (5) Pierce Type I Engines
Recommendation: Approve the purchase of five (5) Type I Pierce Engines from Golden State Fire Apparatus in the amount of \$4,129,662.45. | 13 |
| 4. Purchase Approval – Three (3) North Star Ambulances
Recommendation: Approve the purchase of three (3) 2023 North Star Ambulances from Braun Northwest in the amount of \$823,878.13. | 14 |



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5. **City of Citrus Heights Agreement for Administration of the Capital Fire Facilities Impact Fee** 15
Recommendation: Adopt a resolution authorizing the Fire Chief or his designee to execute the agreement between the City of Citrus Heights and the District regarding administration of a Capital Fire Facilities Fee.
6. **Bid Award – Station Access Control, Phase 2** 23
Recommendation: Approve the Request for Exception to Competitive Bidding Process and approve the bid award to Access Systems, Inc.
7. **Authorization to Employ Retired Annuitant – Lisa Barsdale** 24
Recommendation: Adopt a resolution authorizing an exemption to the CalPERS 180-day wait period.

PRESENTATION ITEM

1. **Property Tax Revenue Forecasting** (*Jeff Frye, Chief Development Officer*) *
Recommendation: Receive presentation, no action required.

ACTION ITEMS

1. **ARFF Service Agreement – McClellan Business Park, LLC** 31
(*Jeff Frye, Chief Development Officer*)
Recommendation: Adopt a resolution authorizing the Fire Chief or his designee to execute the agreement for McClellan Airport Aircraft Rescue and Firefighting Services.
2. **Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3))** (*President Saylor*) 74
Recommendation: Consider adopting a Resolution which would extend the ability to teleconference without compliance of Government Code paragraph (3) of subdivision (b) of section 54953 from August 11, 2022 – September 9, 2022 or until further re-ratified.
3. **Industrial Disability Retirement – Kevin R. Henson** **
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer Henson has suffered job related injuries and is eligible for an Industrial Disability Retirement.

REPORTS

1. **PRESIDENT'S REPORT**—(*President Saylor*)
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)
OPERATIONS' REPORT – (*Deputy Chief Mitchell*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – (BC Matt Cole, Local 522 Vice President)



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REGULAR BOARD MEETING

THURSDAY, AUGUST 11, 2022

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 – (President Saylor)

Report Out: August 11, 2022 at 5:30 PM
Next Meeting: TBD

B. Communications Center JPA – (DC Wagaman)

Next Meeting: September 13, 2022 at 9:00 AM

C. Finance and Audit Committee – (Director Orzalli)

Next Meeting: August 25, 2022 at a time 5:00 PM

D. Policy Committee – (Director Gould)

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

1. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Industrial Disability Retirement.

- A. Kevin R. Henson and the Sacramento Metropolitan Fire District
Claim # SMDQ - 549980 – Industrial Disability Retirement
Ty Bailey, Deputy Chief Administration

2. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT

Pursuant to California Government Code Section 54957

Fire Chief Selection Process

CLOSED SESSION REPORT OUT

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Special Board Meeting – August 25, 2022 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: Board Director Vacancy – Division 7



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REGULAR BOARD MEETING


THURSDAY, AUGUST 11, 2022

Posted on August 8, 2022

Melissa Penilla

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.



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TODD HARMS
Fire Chief

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, July 28, 2022

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:00 pm by President Saylor. Board members present in person: Clark, Jones, Orzalli, Saylor, White, and Wood. Board members present virtually via Zoom: Goold. Board members absent: Sheetz and Division 7 (currently vacant). Staff present: Chief Harms, General Counsel Lavra, and Board Clerk Penilla.

PUBLIC COMMENT: None.

CONSENT ITEMS

Action: Moved by Clark, seconded by Jones, 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 Regular Board meeting of July 14, 2022.
Action: Approved the Action Summary Minutes.
- 2. Surplus Real Property – 4411 Niobe Circle**
Recommendation: Adopt a resolution declaring the property as surplus and authorize the Fire Chief or his designee to begin the disposition process.
Action: Adopted Resolution No. 2022-061.

PRESENTATION ITEMS

- 1. Lifesaving Commendation – Civilian Award (Chief Harms)**
Ethan Pascual and Cameron Pascual
Recommendation: Receive the presentation, no action required.
Action: Awards given to Ethan Pascual and Cameron Pascual, no action taken.

ACTION ITEMS

- 1. Resolution No. 2022-060 – Commending Director Kelly**
(Chief Harms and Board Clerk Penilla)
Recommendation: Adopt Resolution commending Director Kelly.
Action: Moved by Wood, seconded by Jones, and carried unanimously by members present to adopt Resolution No. 2022-060.
- 2. Board Vacancy – Division 7 (Board Clerk Penilla)**
Recommendation: Direct the Board Clerk to finalize the timeline to fill the Board Vacancy, and schedule the Special Board Meeting date to interview, appoint, and administer the Oath of Office within Government Code §1780 timelines.

Action: Moved by White, seconded by Wood, and carried unanimously by members present to finalize the timeline with recommended dates.
Moved by Wood, seconded by Clark, and carried unanimously by members present to schedule the Special Meeting for August 25th to interview applicants, appoint, and administer the Oath.

REPORTS

1. **PRESIDENT'S REPORT**—(*President Saylor*) No report.
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)

Recruitment

Firefighter/Paramedic – Human Resources is accepting letters of interest for FF Academy 23-1 tentatively scheduled to start January 17, 2023

Reassignment Opportunity

EMS Day Captain – Human Resources is accepting letters of interest from Captain/Paramedics with a final filing date of August 1st

Promotions

Congratulations to Erin Castleberry who was promoted to Administrative Analyst effective July 1st.

Congratulations to Leslie Miller who was promoted to Human Resources Analyst effective July 1st.

Congratulations to Candace Sarlis who was promoted to Workers Compensation Coordinator effective July 1st.

Congratulations to Joshua Snuffer and Robert Petruzzi who were promoted to Master Mechanic.

Reassignment

Congratulations to Captain Tim Beard who was selected to fill the Training Division Day Captain position effective July 23rd. We thank Captain Roger Aldrich for his service and he is returning to the line.

Meetings

7/19 – Meeting with Operations to discuss MIH Program – 6 month mark with the program

7/26 – FY 22/23 Final Budget Meeting with all budget officers

APOT Committee Update

Monday, August 8th Assembly Member Fred Rodriguez and the Emergency Management Committee will conduct a hearing in Room 444. They have plans to ask the acting director to give an update on APOT.

Retirement Announcement

After dedicating forty years to the fire service, this announcement comes with mixed emotions, but tonight Chief Harms announced his plans to retire at the end of the year. Being involved in the fire service is just as exciting and rewarding today as it was in the beginning of his career. It is time for himself and his family to transition into the next chapter. The District is well positioned to transition to the next Fire Chief. We are strong operationally, delivering the best service to the community. There are very strong leaders with the command and professional staff. He looks forward to the coming months to assure a smooth transition, and thanks the Board for this opportunity.

The Board collectively thanked Chief Harms for his service to Metro Fire and the community. They thanked him for keeping the Board informed, the opportunities he afforded Board Members to participate, and the success he brought to Metro Fire. They wished him well into the future, especially time he will have to spend with family.

OPERATIONS' REPORT

Deputy Chief Mitchell began the Operations Report by thanking Chief Harms for his forty years of public service. The leadership you brought to Metro Fire has been unbelievable. He will enjoy spending the next five months with him.

DC Mitchell continues the operations report by sharing some year to date information. Total calls has been 60,831, compared to 58,862 at the same time last year, an increase of 3.3%. The busiest hour of the day 2-3pm, and least busy is 4-5am. The busiest day of the week is Friday and least busy day is Sunday.

DC Mitchell continues with an update on the SAFER positions. A bulletin went out today with the overall plan, still on track to begin deployment of the 7 positions per shift on 8/4. There is still some work to be done to have everything ready for deployment, but it has been great watching it all come together.

Metro Fire is deployed on the Oak Incident which started on July 22nd at 1410 hours, currently at 19,156 acres and 36% contained. We currently have three types of apparatus and overhead deployed.

A few notable incidents since the last Board meeting included a fire in an MRI machine, which was extinguished thanks to the quick thinking of the responding crew, and a nighttime hoist rescue in the Placer area which transported a victim who was in critical condition.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT

Vice President Local 522 Matt Cole is proud of the members who continue to make sacrifices, especially those on the helicopter who all left their families last night to perform the hoist rescue.

VP Cole thanks the Board for spending time with membership, including those who met at Fleet and various locations throughout the District. The union had a meeting with over eighty members in attendance. He also shared there was a negotiations meeting which continues to be productive, and the Board will get an update in Closed Session.

He wishes the two members who left to go to other agencies well, and is looking forward to continuing to work with Assistant Chief Law as she pulled her retirement paperwork.

Lastly, in regards to Chief Harms' retirement announcement, VP Cole has never thought that being a Fire Chief was an easy job. He thanks Chief Harms for leading Metro Fire through the unprecedented times that COVID brought the organization. He looks forward to working with the organization so Chief Harms can hand off Metro Fire to his predecessor.

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 – (President Saylor)

Next Meeting: August 11, 2022 at 5:00 PM

B. Communications Center JPA – (DC Wagaman)

Report Out: July 28, 2022 at 1:00 PM

Deputy Chief Wagaman shared that the Communications Board met earlier today and during that meeting acknowledged the retired annuitants who made sure services continued with staffing challenges. Tim Goodnow was recognized as dispatcher of the year, and Catherine Shelton for a training coin she recently earned. They approved the final budget, and purchase of needed software systems. Lastly, they approved the medical director agreement.

Next Meeting: August 9, 2022 at 9:00 AM

C. Finance and Audit Committee – (Director Orzalli)

Next Meeting: August 25, 2022 at a time TBD

D. Policy Committee – (Director Gould)

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Jones thanked boat operations for their assistance at the Great American Triathlon, aided with safety on the river. She attended the meeting at Fleet, she appreciated the good food and even greater networking and productive discussions. She observed negotiations this week.

Director Wood thanked Brenda Briggs, he attended the first day of fire camp. He thanked the men and women who volunteered at camp this year. It is great hearing the story of the Pascual Family, a special thank you to the crew for bringing this to staff's attention.

Director Orzalli thanked Director Kelly, he was always a logical thinker and provided a huge contribution to the agency.

Director White also thanked Director Kelly and wishes him well. It was an honor to serve with him and he will miss his counsel. Director White congratulated the promotees, and sends well wishes to those who are moving to other agencies. He is looking forward to having a Medic Unit at Station 59, and lastly he thanked the men and women of Metro Fire.

Director Clark congratulated the Pascual Family and the lifesaving commendations they received. He thanked Shea for hosting lunch at Fleet, and congratulated Director Kelly on the commendation.

Director Saylor thanked everyone at Metro Fire who comes to work every day.

The board recessed to closed session at 6:55 PM.

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) –One (1) matter of Workers Compensation Compromise and Release.**
 - A. Kevin Almeida and the Sacramento Metropolitan Fire District
Claim # 4A210282D1C-0001 – Workers Compensation Settlement Authority
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP
Action: Moved by Jones, seconded by Clark, and carried unanimously by members present to give settlement authority to the District's third party administrator.

2. **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 took no reportable action.

The Board reconvened to open session at 7:34 PM.

ADJOURNMENT

The meeting was adjourned at 7:38 PM.

Cinthia Saylor, President

Walt White, Secretary

Melissa Penilla, Board Clerk



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: Surplus Vehicle Designation

TOPIC

Request Board authorization to surplus the vehicles listed below. In addition, give Staff direction to remove the vehicles from the District's permanent vehicle inventory.

DISCUSSION

The attached resolution recommends the removal of the following vehicles from the fleet due to maintenance costs and mechanical condition.

Dist. I.D. #	Vehicle Description	Mileage	Condition
24109	1998 International Type III	97144	Totaled
24166	2002 Ford Taurus	52499	Fair
24176	2002 Ford Crown Victoria	178748	Fair
24191	2003 Ford Expedition	215563	Fair
24200	2003 Ford F150	187772	Fair
24234	2004 Ford Taurus	76287	Fair
24235	2004 Ford Taurus	88510	Fair
24286	2006 Ford Expedition	203015	Fair

The District maintains a file of written requests for surplus equipment, and will dispose of this vehicle by donation or through a third party auction.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the Board approve the attached Resolution, designating the vehicles listed as surplus. Once approved, steps will be taken to sell or donate the vehicle as deemed appropriate by the Fire Chief.

Submitted by:

Approved by:

Shea Pursell
Fleet Manager

Tyler Wagaman
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2022-___

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT WHICH DECLARES SPECIFIC FLEET VEHICLES AS SURPLUS

WHEREAS, the Board of Directors has adopted a Fleet Vehicle Replacement Plan; and

WHEREAS, the District has purchased numerous vehicles from this fiscal year's budget; and

WHEREAS, several vehicles in the District's fleet are aged, have safety concerns, anticipated maintenance costs and/or mechanical conditions; and

WHEREAS, the District recognizes the cost effectiveness of removing excess apparatus and vehicles from the fleet inventory.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Sacramento Metropolitan Fire District that the following vehicle be declared as surplus:

ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL	FAIR MKT VALUE	VEH NO.
	DATE	COST					
3276	01/01/98	\$ 58,123	1998 Type III	HTSEAA5WH559681	auction/donate	\$5000	24109
3422	01/01/02	\$ 16,232	2002 Ford Taurus	1FAFP53U42G150288	auction/donate	\$1000	24166
3430	09/01/02	\$ 22,319	2002 Ford CVic	2FAFP71W82X133116	auction/donate	\$1000	24176
3521	02/25/03	\$ 30,419	2003 Ford Exp	1FMPU16L93LB66915	auction/donate	\$1500	24191
3519	02/19/03	\$ 22,143	2003 Ford F150	1FTRW07683KC38302	auction/donate	\$1000	24200
3632	03/29/04	\$ 13,280	2004 Ford Taurus	1FAFP53U54G184033	auction/donate	\$1000	24234
3633	03/29/04	\$ 13,280	2004 Ford Taurus	1FAFP53U74G184034	auction/donate	\$1000	24235
3870	04/21/06	\$ 29,952	2006 Ford Exp	1FMPU16596LA75665	auction/donate	\$1500	24286

PASSED AND APPROVED this 11th day of August, 2022, 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

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TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: Purchase Approval – Five (5) Pierce Type I Engines

TOPIC

Staff seeks Board approval for the purchase of five (5) 2023 Pierce Type I Engines from Golden State Fire Apparatus.

SUMMARY

This purchase is available through the Houston-Galveston Area Council (H-GAC) Contract [FS12-19]. This contract includes a clause allowing local government agencies across the United States to purchase vehicles with the same rights and privileges under the terms of the contract. The Council utilized a competitive bid proposal process when awarding this contract. Additionally, purchasing has reviewed the contract and determined it is consistent with Metro Fire purchasing policies and procedures.

DISCUSSION

These vehicles will be replacing Type I Engines which are at the end of their service life due to age and mileage.

FISCAL IMPACT

The total cost of the purchase for the five (5) Type I Engines is \$4,129,662.45. The funds for this purchase are included in the FY 2022/23 Final Budget.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of these five (5) Type I Pierce Engines from Golden State Fire Apparatus.

Submitted by:

Shea Pursell
Fleet Manager

Approved by:

Tyler Wagaman
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: Purchase Approval – Three (3) North Star Ambulances

TOPIC

Staff seeks Board approval for the purchase of three (3) 2023 North Star Ambulances from Braun Northwest.

SUMMARY

This purchase is available through a nationwide government procurement service, the Houston-Galveston Area Council (H-GACBuy). Local governments are eligible to become participating members of HGACBuy. Metro Fire is a current member. Contract AM10-20 covers all types of Fire Service Ambulances. Braun Northwest is an awarded vendor on this contract. The Purchasing Division has reviewed the contract and determined it is consistent with Metro Fire purchasing policies and procedures.

DISCUSSION

The vehicles being purchased will be replacing ambulances which are at the end of their service life due to age and mileage.

FISCAL IMPACT

The total cost of the purchase for the three (3) 2023 North Star Ambulances is \$823,878.13. The funds for this purchase are included in the FY 2022/23 Final Budget.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of three (3) 2023 North Star Ambulances from Braun Northwest.

Submitted by:

Shea Pursell
Fleet Manager

Approved by:

Tyler Wagaman
Deputy Chief, Support Services



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TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: City of Citrus Heights Agreement for Administration of the Capital Fire Facilities Impact Fee

BACKGROUND

The Sacramento Metropolitan Fire District's (District) Capital Fire Facilities Impact Fee Program was established in 2002 for the purpose of funding the acquisition of real property and development of fire protection facilities, apparatus, and equipment. The Capital Fire Facilities Impact Fee Schedule is periodically updated to account for land acquisition and construction costs that outpace the annual adjustment for inflation.

On May 13, 2021, the Sacramento Metropolitan Fire District's (District) Board of Directors adopted Resolution 2021-044 which accepted an updated Capital Fire Facilities Impact Fee Study (Nexus Study) and the associated updated Fee Schedule, and authorized the District to work with the applicable local municipalities to implement the updated Fee Schedule.

DISCUSSION

California law does not allow a fire district board to directly charge a fee for public improvements, facilities or equipment. However, it is common practice for fire districts to work with cities and counties to impose an impact fee on the fire district's behalf. To that end, the District has requested that the City of Citrus Heights (City) adopt the updated Fee Schedule and impose the fee on the District's behalf.

On June 23, 2022, the City approved the adoption of the Nexus Study and updated Fee Schedule. Staff worked with the City to draft the attached agreement by which the City will implement the collection of the Capital Fire Facilities Impact Fee on behalf of the District.

FISCAL IMPACT

The total impact fees to be collected on the District's behalf for its entire jurisdiction are estimated at \$90.7 million through 2040.

RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute the attached Agreement Between the City of Citrus Heights and the Sacramento Metropolitan Fire District Regarding Administration of a Capital Fire Facilities Fee.

Submitted by:

Erin Castleberry
Administrative Analyst

Approved by:

Jeff Frye
Chief Development Officer



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2022-____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ADMINISTRATION OF A CAPITAL FIRE FACILITIES FEE IN THE CITY OF CITRUS HEIGHTS

WHEREAS, the District has a Capital Fire Facilities Fee program to recover the capital costs to provide service to new development; and

WHEREAS, the Fee schedule must be updated from time to time; and

WHEREAS, a nexus study is required when the Fee Schedule is amended; and

WHEREAS, the District has entered into an agreement with the City of Citrus Heights (City) to administer the Capital Fire Facilities Fee program on its behalf; and

WHEREAS, District acknowledges it has caused the preparation of the Nexus Study and made findings pursuant to the Nexus Study that are intended to be relied upon by City in adopting a fee; and

WHEREAS, District and City desire to update the agreement.

THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Authorize the Fire Chief or his designee to execute the Agreement Between the City of Citrus Heights and The Sacramento Metropolitan Fire District Regarding Administration of A Capital Fire Facilities Fee.

PASSED AND APPROVED this 11th day of August, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Clerk of the Board

**AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND THE
SACRAMENTO METROPOLITAN FIRE DISTRICT REGARDING
ADMINISTRATION OF A CAPITAL FIRE FACILITIES FEE**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, by and between the City of Citrus Heights, a municipal corporation within the State of California, hereinafter referred to as "CITY," and the Sacramento Metropolitan Fire District, a district organized and existing under the laws of the State of California, hereinafter referred to as "METRO."

RECITALS

WHEREAS, METRO provides fire protection and emergency medical services within CITY; and

WHEREAS, METRO from time to time makes capital expenditures on facilities and equipment necessary to provide service to new development in CITY; and

WHEREAS, METRO engaged NBS, a consultant, to study the costs of such facilities and equipment and to propose a development impact fee that would defray such costs; and

WHEREAS, on _____, 202_, the Board of Directors approved a study, prepared by NBS, entitled "Sacramento Metropolitan Fire District Final Report Capital Facilities (Impact) Fee Study" (the "Nexus Study"); and

WHEREAS, the Nexus Study proposed a fee that was designed to meet the requirements of the Mitigation Fee Act (Gov't Code Sec. 66000 *et seq.*) and other applicable law; and

WHEREAS, the Nexus Study is intended to be a "nexus study" that meets the requirements of Section 66016.5 of the Mitigation Fee Act; and

WHEREAS, the proposed fee designed to fund costs attributable to the increased demand for public facilities reasonably related to new development projects and is not intended to include costs attributable to existing deficiencies in public facilities; and

WHEREAS, METRO has requested that CITY impose the proposed fee on new development within its boundaries; and

WHEREAS, CITY is willing to do so in order to assist METRO in serving the functions for which METRO was created; and

WHEREAS, neither METRO nor CITY intend for CITY to assume any new duties with respect to fire protection or emergency medical services beyond the administration of the fee program as described in this agreement; and

WHEREAS, METRO acknowledges it has caused the preparation of the Nexus Study and made findings pursuant to the Nexus Study that are intended to be relied upon by CITY in adopting a fee; and

WHEREAS, CITY AND METRO desire to enter into this Agreement on the terms and conditions

set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and METRO agree as follows:

I. SCOPE

This Agreement defines the condition under which CITY will pay proceeds of a fire capital facilities impact fee to METRO and the obligations of METRO in connection with said payment.

II. CITY'S OBLIGATIONS

- A. CITY shall remit to METRO on a monthly basis all funds (other than an administrative fee separately set by CITY) collected in connection with any fire capital facilities fee the CITY imposes based on the Nexus Study.
- B. CITY may deduct from such remittance any amount that it reasonably believes is necessary either (i) to fund a refund required under its Municipal Code to a developer as a result of the cancellation or expiration of a building permit, (ii) to fund a refund required as part of an appeal pursuant to any appeals procedure established by CITY or (iii) to fund any refund or other payment obligation required by any state or federal law or court order.
- C. CITY shall provide to METRO, on a monthly basis, a statement, in an electronic format, that at a minimum will report the City's permit activity by the type of property parcel number, address, Zip Code, square footage or number of dwelling units; fee collected; date fee collected.
- D. Nothing in this Section II should be construed to require CITY to adopt an impact fee, to have an impact fee effective as of any specific date, or to keep in effect any impact fee that CITY has or will adopt.
- E. To the extent that the Board of Directors of METRO approves a new or updated Nexus Study (whether prepared by NBS or some other consultant) and the CITY imposes a fee based on that study, the terms of this Agreement shall apply to that fee.

III. METRO'S OBLIGATIONS

- A. METRO shall maintain any funds received from CITY in a separate, interest-earning account and shall spend the funds in that account only on expenses that are authorized under CITY's ordinance imposing the fire capital facilities fee.
- B. METRO shall produce and provide to CITY, at the close of METRO's fiscal year, a report detailing the beginning and ending balance in the capital facilities account, fee revenues deposited into the account, interest earnings on the account, any other income in the account, the amount of expenditures from the account, the amount of refunds from the account, and any other information reasonably requested by CITY in connection with CITY's obligations under Section 66006 of the Mitigation Fee Act.
- C. METRO's Board of Directors shall, every five years, make the findings required by Section 66001(d) of the Mitigation Fee and METRO shall provide CITY with any information reasonably requested by CITY in connection with CITY's obligation to make findings under that subsection of the Mitigation Fee Act.

IV. REFUNDS

In the event that CITY collects a fire capital facilities impact fee or a portion of such fee in error or a building permit expires without Construction taking place, CITY will recalculate the correct amount, process a refund to the customer, if necessary and notify METRO of this action. If the fee collected has already been remitted to METRO, CITY may notify METRO, in which event METRO will process a refund to the customer.

V. CALCULATIONS

CITY shall be solely responsible for calculating the fee that is due from a developer, and METRO shall accept such calculations.

VI. TERM

This Agreement shall be effective and commence upon approval by the legislative bodies of the parties and authorized execution by both parties and shall end when either party terminates the agreement in accordance with Section VII.

VII. TERMINATION

Either party may terminate this Contract by written notice served upon the other party by Certified Mail delivered not less than one hundred eighty (180) days prior to the proposed date of terminated at the address indicated in Section XIII of this Agreement.

VIII. SAVING CLAUSE

In the event that any portion of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, or by governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect

IX. MODIFICATIONS

This Contract contains the entire understanding of the parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

X. INDEMNIFICATION

A. METRO shall defend, indemnify and hold harmless CITY, its Council members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of METRO'S officers, directors, agents, employees, or volunteers.

B. CITY shall defend, indemnify, and hold harmless METRO, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole by the negligent or intentional acts or omissions of CITY'S, officers, directors, agents, employees, or volunteers.

C. METRO shall also defend, indemnify and hold harmless CITY, its Council members, officers, directors, agents, employees and volunteers, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, stemming from a claim that (i) the rate of any fire capital facilities impact fee subject to this agreement that was set at a level recommended by a study, report or request of METRO is in excess of what is allowed by law, (ii) the City, having adopted such a fee, lacked the authority to adopt the fee or improperly exercised such authority, or (iii) an inflation adjustment to such a fee, having been requested by METRO's Fire Chief and administratively implemented by the CITY, is in excess of what is permitted by law or has been improperly adopted.

D. METRO acknowledges that CITY (both as part of the actions initially adopting the fee and as part of proceedings required periodically by the Mitigation Fee Act) will be relying on studies, reports, and information developed by METRO in order for (i) its City Council to make findings required by the Mitigation Fee Act (including, but not limited to Section 66001 thereof) and (ii) the City to make available certain information required by the Mitigation Fee Act (including, but not limited to Section 66006 thereof). METRO shall defend, indemnify and hold harmless CITY, its Council members, officers, directors, agents, employees and volunteers, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, stemming from a claim that (i) the CITY (or its Council) lacks a proper basis for any required findings or (ii) that any information made public by the CITY to comply with a requirement of the Mitigation Fee Act is legally insufficient. Further, METRO agrees to fund any refund that is required by Section 66001(e) of the Government Code.

XI. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

City of Citrus Heights

Attn: City Manager

6237 Fountain Sq Dr.
Citrus Heights, CA 95621

Sacramento Metropolitan Fire District

Attn: Fire Chief
10545 Armstrong Ave Ste 200
Mather CA 95655.

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

XII. GOVERNING LAWS AND JURISDICTION.

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

XV. SUCCESSORS

This Agreement shall bind the successors of CITY and METRO in the same manner as if they were expressly named.

XVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XVII. ENTIRE AGREEMENT

A. This Agreement constitutes the entire contract between CITY and METRO regarding any fire capital facilities fee imposed by CITY. Any prior agreements, whether oral or written, between CITY and METRO regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

B. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to govern the collection, deposit and reporting of any fee that is imposed by METRO and collected by CITY on METRO's behalf pursuant to a prior agreement between METRO and CITY. It is intended that such fees will continue to be handled pursuant to any existing agreement and that such fees will no longer be collected once a fee imposed by CITY and subject to this Agreement becomes effective.

XVIII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Sacramento Metropolitan Fire District

City of Citrus Heights, a California municipal corporation

By: _____

By: _____

Name:

Name:

Title:

Its:



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: Bid Award – Station Access Control (Phase 2)

BACKGROUND

On May 26, 2022, the Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2021 State Homeland Security Grant (SHSGP) award in the amount of \$287,638. \$106,666 of the award was allocated for Phase 2 of a Fire Station Access Control project for the installation of controlled access systems at several fire stations in order to enhance station security. Phase 1 of the project installed controlled access systems at 5 stations with funding from a SHSGP20 grant award.

DISCUSSION

The District has standardized the controlled access systems used District-wide and Access Systems, Inc. is the vendor that exclusively installs and services/monitors the hardware and system for the entire District. Utilizing multiple vendors for multiple different systems is not operationally feasible and would increase operational costs. Because the District has standardized the access control system installed throughout the District, Staff did not conduct a competitive bidding process, but rather requested a bid from Access Systems, Inc. in order to maintain continuity of hardware and system integration.

For this reason, staff has submitted a Request for Exception to Competitive Bidding Process, in accordance with the District's Purchasing and Contracting Policy. The quote provided by the vendor is consistent with previously awarded contracts for similar scope of work, and covers installation of controlled access systems at 11 fire stations.

FISCAL IMPACT

The final cost for the Station Access Control – Phase 2 project is \$112,364. The SHSGP21 grant award will fund \$106,666 of the project, while the remaining \$5,698 will be funded by the District.

RECOMMENDATION

Staff recommends the Board approve the Request for Exception to Competitive Bidding Process and approve the bid award to Access Systems, Inc.

Submitted by:


Erin Castleberry
Administrative Analyst


Mat Roseberry
Director, Information Technology



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: Authorization to Employ a Retired Annuitant

BACKGROUND

The Community Risk Reduction Division's (CRRD) former Fire Marshal, Lisa Barsdale, retired on July 1, 2022, with more than 34 years of service. At this time, the Assistant Chief of EMS was reassigned as the Fire Marshal on June 13, 2022. Given the retirement of the Fire Marshal along with the resignation of the Deputy Fire Marshal at roughly the same time, the period to complete the transitional process to the new Fire Marshal was not adequate. The Fire Marshal would greatly benefit from the newly retired Fire Marshal being hired as an annuitant for a short period of time in order to complete the transitional process.

DISCUSSION

The Community Risk Reduction Division is seeking authorization to hire Lisa Barsdale as an annuitant primarily to mentor and train the new Fire Marshal.

Under CalPERS rules, Government Code Sections 7522.56 & 21224 requires Board Authorization when rehiring an annuitant that has been separated from active employment for less than six months (180 days).

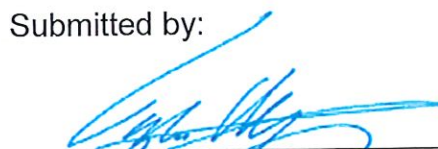
FISCAL IMPACT

The expected fiscal impact is \$9,454.40 for 80 hours annuitant services. Annuitant wages are included in the FY22/23 budget.


RECOMMENDATION

Staff recommends the adoption of the attached Resolution authorizing an exception to the CalPERS 180-day wait period.

Submitted by:


Tyler Wagaman
Deputy Chief

Approved by:


Todd Harms
Fire Chief



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2022-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION
Gov. Code sections 7522.56 & 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Sacramento Metropolitan Fire District (Metro Fire) must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Lisa Barsdale, CalPERS ID 5633569792 retired from Metro Fire in the position of Fire Marshal, effective July 1, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Governing Board of Sacramento Metropolitan Fire District, Metro Fire and Lisa Barsdale certify that Lisa Barsdale has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Governing Board of Sacramento Metropolitan Fire District hereby appoints Lisa Barsdale as an extra help retired annuitant to perform the duties of the Fire Marshal for the Metro Fire under Gov. Code section 21224, effective September 6, 2022; and

WHEREAS, the entire employment agreement between Lisa Barsdale and the Metro Fire has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$20,485.34 and the hourly equivalent is \$118.18, and the minimum base salary for this position is \$19,513.70 and the hourly equivalent is \$112.58; and

WHEREAS, the hourly rate paid to Lisa Barsdale will be \$118.18; and

WHEREAS, Lisa Barsdale has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, hereby certifies the nature of the appointment of Lisa Barsdale as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Fire Marshal for the Metro Fire by September 6, 2022 because Lisa Barsdale will complete the Fire Marshal Transition plan, which will consist of meeting with City and County Executives. Also, Lisa Barsdale will review and provide guidance on inspection mandate requirements, assist in the finalization of the Fee Schedule project, Community Risk Assessment project, and provide recommendations to maintain a smooth plan review and fire inspection processes.

PASSED AND APPROVED this 11th day of August, 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

Cinthia Saylor, Board President

Attested By:

Melissa Penilla, Clerk of the Board

AGREEMENT FOR RETIRED ANNUITANT SERVICES

THIS AGREEMENT is effective on this 6st day of September, 2022, by and between SACRAMENTO METROPOLITAN FIRE DISTRICT, a fire protection district organized and existing under the laws of the State of California (hereinafter "SMFD"), and Lisa Barsdale, a retired annuitant, (hereinafter "ANNUITANT") who, in consideration of the mutual promises hereinafter set forth, agree as follows:

1. **EMPLOYMENT OF ANNUITANT:** Subject to the terms and conditions set forth in this Agreement, SMFD desires to retain ANNUITANT to provide the services specified in Paragraph 2 below.
2. **SCOPE OF SERVICES:**
 - (a) Pursuant to the terms and conditions of this Agreement, ANNUITANT shall provide the following services to SMFD:
 1. Under the direction of the Fire Marshal, ANNUITANT will complete the Fire Marshal transitional plan, which will consist of meeting with City and County Executives.
 2. ANNUITANT shall review and provide guidance on inspection mandate requirements, assist in the finalization of the Fee Schedule project, Community Risk Assessment project, and provide recommendations to maintain a smooth plan review and fire inspection processes.
 - (b) ANNUITANT shall not be compensated for services outside the scope of the above services unless, prior to the commencement of such services, ANNUITANT notifies SMFD and SMFD agrees that such services are outside the scope, ANNUITANT estimates the additional compensation required for these additional services, and SMFD, after notice, approves in writing the additional service and the amount of compensation therefore.
3. **COMPENSATION:**
 - (a) ANNUITANT shall be compensated at the rate of \$118.18 per hour, which is equivalent to Step 5 of the Fire Marshal position. Annuitant shall be compensated at said rate until such time that the rate is modified by MOU for that position and/or any corresponding pay raise for that position due to a new calendar year, or an in-step pay increase for that position.
 - (b) ANNUITANT shall not work more than nine hundred sixty (960) hours in any fiscal year (July 1 through June 30).
 - (c) Additional services which are approved pursuant to Paragraph 2(b) shall be based on the total number of hours spent on such additional services multiplied by the hourly rate set forth in Subparagraph (a) above. SMFD, at its option, may negotiate a fixed fee for some or all of these additional services as the need arises. Such fixed fee for additional services shall be established by mutual agreement between SMFD and ANNUITANT.

- (d) Reimbursable expenses shall be limited to actual expenditures of ANNUITANT for expenses that are necessary for the proper completion of the services set forth in Paragraph 2(a), and shall be payable only if specifically authorized in advance by SMFD.

4. **PAYMENT OF COMPENSATION:**

- (a) Payments to ANNUITANT shall be made within a reasonable time after receipt of ANNUITANT's timecard. ANNUITANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly hours to the satisfaction of SMFD, and SMFD shall not be responsible for delays in payment to ANNUITANT resulting from ANNUITANT's failure to comply with the timecard process.
- (b) All hours submitted by ANNUITANT shall be in the Oracle Time Management system.

5. **ANNUITANT STATUS:** It is further understood and agreed by the parties hereto that ANNUITANT, in the performance of its obligations hereunder, is subjected to the control or direction of SMFD as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, as well as to the means, methods, or sequence used by ANNUITANT for accomplishing such results.

6. **TIME:** ANNUITANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of ANNUITANT's obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

7. **ANNUITANT NOT AGENT:** Except as SMFD may specify in writing ANNUITANT and ANNUITANT's personnel shall have no authority, express or implied, to act on behalf of SMFD capacity whatsoever as an agent. ANNUITANT and ANNUITANT's personnel shall have no authority, express or implied, to bind SMFD to any obligation whatsoever.

8. **ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

9. **ANNUITANT INFORMATION:** SMFD shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced or provided by ANNUITANT pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwriting, typewriting, printing, photocopying, photographing, computer models and any other computerized data, and every other means of recording any form of

information, communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.

10. **TERMINATION:** SMFD shall have the right to terminate this Agreement at any time by giving notice of such termination to ANNUITANT. In the event SMFD shall give such notice of termination, ANNUITANT shall immediately cease rendering services pursuant to this Agreement.

In the event SMFD shall terminate this Agreement:
ANNUITANT shall promptly deliver to SMFD copies of all information prepared pursuant to this Agreement.

- (a) SMFD shall pay ANNUITANT the reasonable value of services rendered by ANNUITANT prior to termination; provided, however, SMFD shall not in any manner be liable for lost profits which might have been made by ANNUITANT had the Agreement not been terminated or had ANNUITANT completed the services required by this Agreement. In this regard, ANNUITANT shall furnish to SMFD such financial information as in the judgment of SMFD is necessary to determine the reasonable value of the services rendered by ANNUITANT. In the event of a dispute as to the reasonable value of the services rendered by ANNUITANT prior to termination, the decision of SMFD shall be final. The foregoing is cumulative and does not affect any right or remedy which SMFD may have in law or equity.

11. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the parties.
12. **SEVERABILITY:** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
13. **WAIVER:** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
14. **ENFORCEMENT OF AGREEMENT:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California, and the parties consent to jurisdiction over their person and over the subject matter on any litigation in such courts, and consent to service of process issued by such courts.
15. **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, the prevailing party shall be entitled

to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

16. **NOTICES:** All notices required or permitted hereunder shall be given to the parties in writing at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.

SMFD: 10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Attention: Todd Harms, Fire Chief
(916) 859-4300

ANNUITANT: Lisa Barsdale
Address
Address
Email

17. **CONFIDENTIALITY OF SMFD INFORMATION:** During performance of this Agreement, ANNUITANT may gain access to and use SMFD information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, maps, mapping information, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereby collectively referred to as "SMFD Information") which are valuable, special and unique assets of SMFD. ANNUITANT agrees to protect all SMFD information and treat it as strictly confidential, and further agrees ANNUITANT will not at any time, either directly or indirectly divulge, disclose, or communicate in any manner any SMFD information to any third party without the prior written consent of SMFD. A violation by ANNUITANT of this Section 18 shall be a material violation of this Agreement and will justify legal and/or equitable relief.

18. **TERM OF AGREEMENT:** This Agreement shall be effective September 6, 2022, and shall remain in effect until January 31, 2023, or mutually terminated by the parties.

Executed as of the day and year first above stated.

SACRAMENTO METROPOLITAN
FIRE DISTRICT

Todd Harms, Fire Chief

Lisa Barsdale



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: August 11, 2022
TO: Board of Directors
SUBJECT: ARFF Service Agreement – McClellan Business Park, LLC

BACKGROUND

Since 2000, the County of Sacramento (County) has been responsible for providing aircraft rescue and firefighting (ARFF) services to the United States Coast Guard (USCG) Air Station located at McClellan Airport in performance of an agreement between the County and the USCG for the use of McClellan Airport for aviation purposes and the necessary support services required for such use. The County has staffed and provided the required ARFF services through sub-agreements with the Sacramento Metropolitan Fire District (District).

The most recent ARFF service agreement between the County and the District was executed in 2017. The agreement included an assignment and assumption clause by which the County could transfer its rights and interests in McClellan Airport to McClellan Business Park, LLC (MBP) for consideration. On September 21, 2017, the County transferred fee title for McClellan Airport to MBP, and MBP assumed the existing ARFF service agreement with the District, which expires in December 2022.

DISCUSSION

The USCG has released a new solicitation for Airfield Operations and Management Services and Air Rescue and Fire Services (2022 USCG RFP). As the fee titleholder of McClellan Airport, MBP intends to submit a proposal to provide these services to the USCG. The anticipated term of the new agreement is one year effective September 1, 2022, with one option to extend an additional year.

MBP intends to subcontract ARFF services to the District in performance of their anticipated agreement with the USCG. The District and MBP have negotiated a new ARFF agreement that, once executed, will supersede the existing legacy agreement that was assumed by MBP from the County. The new proposed agreement remains materially similar to past agreements, while addressing certain terms that were no longer appropriate since the County is no longer party to the agreement.

FISCAL IMPACT

The District's total anticipated cost to provide ARFF services in performance of the agreement is \$4,245,738 in year one and \$4,312,989 in year two. The proposed agreement reflects a 100% reimbursement of this cost.

RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute the attached Agreement for McClellan Airport Aircraft Rescue and Firefighting Services.

Submitted by:



Jeff Frye
Chief Development Officer

Approved by:

Ty Bailey
Deputy Chief of Administration



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2022-___

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR AIRCRAFT RESCUE & FIREFIGHTING SERVICES AT MCCLELLAN AIRPORT WITH MCCLELLAN BUSINESS PARK, LLC

WHEREAS, McClellan Business Park, LLC (MBP) owns and operates McClellan Airport (MCC); and

WHEREAS, the United States Coast Guard (USCG) operates at MCC; and

WHEREAS, USCG determined it's in its best interest to release a new Request for Proposals (RFP) for Airfield Operations & Management Services & Air Rescue & Fire Services at MCC; and

WHEREAS, MBP desires to subcontract with Metro Fire to provide the Air Rescue & Fire Fighting Services contemplated in the RFP.

THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Authorize the Fire Chief or his designee to execute the Agreement Between the McClellan Business Park, LLC and The Sacramento Metropolitan Fire District For Aircraft Rescue & Firefighting Services at McClellan Airport.

PASSED AND APPROVED this 11th day of August, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Clerk of the Board

**AGREEMENT FOR MCCLELLAN AIRPORT
AIRCRAFT RESCUE AND FIRE FIGHTING SERVICES**

THIS AGREEMENT, is made and entered into this _____ day of _____ 2022, by and between **MCCLELLAN BUSINESS PARK, LLC**, a Delaware limited liability company (hereinafter "MBP"), and the **SACRAMENTO METROPOLITAN FIRE DISTRICT**, an independent special district duly authorized and existing under the laws of the State of California (hereinafter "METRO FIRE"), and are hereinafter collectively referred to as the "Parties."

WHEREAS, in 2017 the County of Sacramento and United States Coast Guard (USCG) entered into an agreement with respect to the use of McClellan Airport for aviation purposes and the necessary support services required for such airfield use (2017 Coast Guard Agreement); and

WHEREAS, County of Sacramento entered into an agreement with METRO FIRE to provide aircraft rescue and firefighting (ARFF) services at McClellan Airport (ARFF Agreement) in performance of the 2017 Coast Guard Agreement; and

WHEREAS, the ARFF Agreement included an assignment and assumption clause in which the County of Sacramento, could transfer its rights and interests in McClellan Airport to MBP for consideration; and

WHEREAS, on September 21, 2017, County of Sacramento transferred fee title to McClellan Airport to MBP and MBP assumed the ARFF Agreement in accordance with the Agreement, Assignment, Assumption and Consent for McClellan Airport Aircraft Rescue and Fire Fighting Services, dated August 8, 2017) (ARFF Agreement Assignment) between MBP and METRO FIRE; and

WHEREAS, on September 21, 2017, the terms and conditions of the Novation Agreement (Airfield at McClellan, California) (Novation Agreement), between USCG and MBP became effective recognizing MBP as a party to the 2017 Coast Guard Agreement in replacement of the County of Sacramento, and

WHEREAS, under the 2017 Coast Guard Agreement, the USCG may extend the aircraft rescue and firefighting services requirement through December 31, 2022; and

WHEREAS, USCG determined it's in its best interest to release a new solicitation for Airfield Operations & Management Services & Air Rescue & Fire Services (2022 USCG RFP); and

WHEREAS, the anticipated term in the 2022 USCG RFP is one year effective September 1, 2022 with one option to extend an additional year; and

WHEREAS, MBP intends to submit a response to the 2022 USCG RFP to provide Airfield Operations & Management Services; and

WHEREAS, MBP desires to subcontract with Metro Fire to provide the Air Rescue & Fire Services contemplated in the 2022 USCG RFP and an updated agreement between the Parties is necessary; and

WHEREAS, time is of the essence and it is the intent of the Parties to have this updated agreement in place if and when the USCG makes the award to MBP; and

WHEREAS, METRO FIRE is authorized to enter into such a contract for services pursuant to Health and Safety Code Section 13862; and

WHEREAS, within the Performance Work Statement (PWS) of the 2022 USCG RFP the USCG is referred to as "Coast Guard" or "Government"; and such terms are used interchangeably; and

WHEREAS, the PWS, MBP is referred to as "Contractor".

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, MBP and METRO FIRE agree as follows:

1. RECITALS

The Parties agree that the foregoing recitals are true and correct, and are incorporated herein, by reference.

2. TERM OF AGREEMENT AND EFFECTIVE DATE

This Agreement, entered into as of the date first written above shall be effective September 1, 2022 subject to USCG's award of the Airfield Operation and Management Services and Aircraft Rescue and Fire Fighting Services Agreement (AIRSTA Agreement) to MBP. This Agreement shall remain in force until the termination of the AIRSTA Agreement, unless terminated earlier in accordance with Paragraph 11 of this Agreement.

3. TERMINATION OF PRIOR AGREEMENT

The previous agreement titled Agreement, Assignment, Assumption and Consent for McClellan Airport Aircraft Rescue and Fire Fighting Services shall automatically terminate upon the later of (i) the award of the AIRSTA Agreement to MBP, or (ii) the effective date of AIRSTA Agreement (the date of such termination is the "Prior Agreement Termination Date")

4. SCOPE OF SERVICES

Effective on the Prior Agreement Termination Date, at 0001 hours, METRO FIRE hereby agrees to provide aircraft rescue and firefighting services to MBP at McClellan Airport in accordance with the all the requirements and conditions of the AIRSTA Agreement between MBP and the United States Coast Guard. Upon execution, a copy of

the AIRSTA Agreement will be attached and incorporated into this Agreement as Exhibit "A".

Said services will be provided from Fire Station 114 (Building 1074 and Building 636) in accordance with Paragraph 5 of this Agreement.

5. METRO FIRE STAFFING

METRO FIRE will staff Station 114 as follows in order to provide the aircraft rescue and firefighting (ARFF) services on a twenty-four (24) hour, seven (7) day per week basis:

A. 1 Battalion Chief – the Incident Commander during an ARFF response.

B. Three (3) dedicated personnel only available for ARFF responses, consisting of the following:

- 1 Captain
- 1 Engineer
- 1 Firefighter

C. Three (3) personnel to respond as an Engine Company to any emergency medical, structural or wildland fire, or other emergency or non-emergency incident within their response zone. This same Engine Company will cross-staff an additional ARFF vehicle for ARFF responses. The Engine Company will be staffed as follows:

- 1 Captain
- 1 Engineer
- 1 Firefighter

D. In the event the Engine Company is dispatched to an incident not involving ARFF activities, a backfill engine company will be automatically dispatched to Station 114 to replace said Engine Company's ARFF responsibilities at McClellan Airport. This backfill company will be the nearest available METRO FIRE engine company, outside the property boundaries of McClellan Airport. This backfill company shall replace those personnel responding to a non-ARFF emergency with an equal number of fully qualified ARFF personnel within twelve (12) minutes of original dispatch.

E. The Sacramento Regional Fire/EMS Communications Center (SRFECC) will continue to provide dispatch services in accordance with their existing jurisdiction and normal operations.

6. FURNISHED EQUIPMENT AND FACILITIES

A. The PWS section 3.0 (Government Furnished Property) provides that the Government (USCG) will furnish one (1) 2001 Model P150 ARFF vehicle, 4x4, 1500 gallon Emergency One Titan, VIN #4ENBAA8X110003122. The PWS, incorporated

herein as Exhibit "B", provides that Contractor will be responsible for maintenance, repair and inspection of the furnished vehicle and at the end of the term of the contract will return it to the Government in good working order. The PWS obligates the Contractor to furnish all other equipment with the exception of the ARFF unit provided by Government.

B. It is expressly understood and agreed that METRO FIRE's ability to perform under the Government PWS is contingent upon METRO FIRE providing one operationally ready ARFF vehicle, while the USCG will provide the second operationally ready ARFF vehicle, described in paragraph A above, both equipped with automated turrets.

C. Fire Station 114 is comprised of Building 1074 and Building 636 (Building 636 is used for storage). Under a separate agreement, the County of Sacramento provides Fire Station 114 for use by METRO FIRE. METRO FIRE's performance under the PWS is contingent upon continued use of Fire Station 114.

7. COMPENSATION

MBP agrees to compensate METRO FIRE for the ARFF services contemplated by this Agreement in accordance with the annual total costs specified in Exhibit "C" to this Agreement, attached hereto and incorporated herein. METRO FIRE shall invoice MBP quarterly in arrears for services under this Agreement. MBP shall make payments to METRO FIRE within forty-five days of receipt of METRO FIRE invoice.

8. NOTICES

Any notice demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed as follows:

EVP/COO
McClellan Jet Services
3028 Peacekeeper Way
McClellan, CA 95652

Fire Chief or Designee
Sacramento Metropolitan Fire
District
10545 Armstrong Ave., Suite 200
Mather, CA 95655

9. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties (MBP and Metro Fire) shall indemnify, defend, and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto,

arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity obligation be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, the Indemnified Party shall be entitled, on its own behalf, and at the expense of the indemnifying party, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Party elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

10. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability and business automobile liability with policy or contracts limits of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

11. TERMINATION

A. Either party may terminate this Agreement upon 30 days written notice of the substantial failure of performance or material breach of this Agreement by the other party, provided such terminating party first transmits written notice of intent to terminate to the party failing to perform and allows such party a reasonable opportunity to cure or correct said failure of performance.

B. MBP may terminate this Agreement upon thirty (30) days written notice served upon METRO FIRE in the event that USCG terminates the AIRSTA Agreement with MBP, or said Agreement otherwise expires or is cancelled pursuant to the terms of that Agreement. Notice shall be deemed served on the date of mailing.

12. ENTIRE AGREEMENT

This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notices issued in accordance with the terms hereto constitute the entire Agreement and understanding between MBP and METRO FIRE as to the subject matter contained herein, and supersedes all prior negotiations, representations, or agreements, whether written or oral. This agreement shall be interpreted as having been drafted by both parties.

13. AMENDMENTS

This Agreement may be amended only by written instrument, signed by both MBP and METRO FIRE as authorized by action of their respective governing boards, if applicable.

14. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

15. CHOICE OF LAW/VENUE

This Agreement shall be enforced and/or interpreted pursuant to the laws of the State of California. Any action involving enforcement, interpretation, or breach of this Agreement shall be venued in the Superior Court for the County of Sacramento, State of California.

16. ASSIGNMENT

Neither party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other party's written consent.

17. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

MCCLELLAN BUSINESS PARK, LLC, SACRAMENTO METROPOLITAN
FIRE DISTRICT,

By:
Frank Myers, COO
McClellan Business Park, LLC

By:
President, Board of Directors
Sacramento Metropolitan Fire District

Approved as to form:

Approved as to form:

Jay Heckenlively
General Counsel

John Lavra
District General Counsel

**PERFORMANCE WORK STATEMENT (PWS)
 AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
 FIRE FIGHTING SERVICES
 CONTRACT/RFP#: 70Z08422RA1152800**

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1.0 GENERAL.

1.1 **Mission.** The Air Station is a fixed wing aviation unit that performs a wide range of Coast Guard missions for the Eleventh Coast Guard District and Pacific Area Commands. The unit performs missions from the west coast of the United States to areas west of Canada and south along the Eastern Pacific to South America. The Air Station maintains a 24-hour immediate response capability, with a "ready" crew on duty at all times.

1.2 **Scope.** This Performance Work Statement (PWS) is for Airfield Services to be provided to the United States Coast Guard (hereafter called Coast Guard or Government) at McClellan or its successor named airfield (hereafter called Airfield) and to the Coast Guard located at Coast Guard Air Station Sacramento (AIRSTA Sacramento). This requirement is made up of two major components: the first is Airfield Operation and Management services to include runways, taxiways, clear-zones, ramps and aircraft parking areas, navigational aids to support Instrument Flight Rules (IFR) Operations, Automated Weather Observation System (AWOS); and other airfield services such as airfield inspections and checks; an operations manual; an emergency plan; ground vehicles control; obstruction handling; wildlife hazard management; airport condition reporting; identifying, marking and reporting construction and other unserviceable areas. For this portion of the contract the Coast Guard reimburses only a portion of the Contractor's cost which they receive along with the reimbursement from the other airport tenants.

The second major component is for Aircraft Rescue and Fire Fighting (ARFF) services, which include training and staffing in accordance with COMDTINST M5100.47D (series) and National Fire Protection Association (NFPA) 403 standards, provisions of ARFF vehicle maintenance, repair, equipment, emergency communication systems, and environmental spill response, in accordance with NFPA 412 and 414 standards. This portion of the contract represents over 85% of the total contract cost.

The Contractor is responsible for the management, supervision, personnel, equipment, tools, materials, parts, maintenance repair, training, transportation, all written deliverables and all other items and services necessary to perform the above functions described in this Performance Work Statement (PWS) except as specified in Section 3 as Government-furnished property. The Contractor shall also maintain the airport facilities to the standards outlined herein. The Contractor Quality Control Plan (QCP) shall provide for the highest level of service delivery performance. The Contractor shall use the PWS, all exhibits and applicable documents identified in paragraph 6.0 as well as the approved QCP to accomplish the functions and tasks generated for optimal contract performance. The Contractor shall perform the requirements of the PWS in a professional manner.

2.0 CONTRACTOR RESPONSIBILITIES.

2.1 **Contractor Qualifications.** The Contractor and any Subcontractor firms providing airfield maintenance and operations services shall have substantial relevant experience in the operation of an airfield. The Contractor, any subcontractor firms, and their employees providing ARFF

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services shall have Department of Defense Fire and Emergency Services Certification Program (DOD FESCP) or equivalent NFPA training qualifications.

2.2 Phase In/Phase Out.

The Contractor shall provide a phase-in/phase out plan within 10 days prior to contract start date. The phase-in/phase-out plan shall describe actions, plans and procedures to ensure (1) a smooth transition from contract award to full operational status and (2) a smooth transition from contract performance in the current term to performance, perhaps by a different contractor, in another term. The phase-out portion of the plan shall be updated 30 days prior to completion of the contract. The phase-out portion shall include provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding.

2.2.1 PHASE-IN. The Contractor shall assume total responsibility for all operations required by the contract as of the first day of the contract period. Therefore, as of the contract start date, the Contractor shall provide a workforce fully qualified and capable of performing all work required under this contract, as well as all equipment, tools, materials and supplies to ensure capability of performing contract requirements. Beginning 30 calendar days prior to the contract start date, the Contractor will be permitted to observe any operations of the Government and incumbent contractor. These observations include but are not limited to those pertaining to office procedures and operations, repair/maintenance operations, and any other operations deemed necessary by the incoming Contractor that will enable his personnel to become both knowledgeable and familiar with their assigned areas of responsibility. The Contractor shall ensure, during phase-in activities, that: he shall not interfere with productivity; he shall coordinate all visits in advance and arrange to be accompanied by a Government employee previously designated for that purpose; he shall confine his activities to those which can only take place prior to the contract period. Discussions with Government or Contractor's employees while they are on duty shall be coordinated by the designated Government representative. During this phase-in period, the Contractor has no responsibility for the services required in this contract.

2.2.2 PHASE-OUT PERIOD. The Contractor shall present a detailed plan for any phase-out period, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on performance in compliance with standards in the contract. The plan shall also (1) present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract and (2) describe in detail how responsibility and accountability will be relinquished for all Government-provided items. Beginning 30 calendar days immediately prior to the end of the contract period, the Contractor will be required to allow personnel from the Government and/or from a successor Contractor to observe daily operations covered under this contract. During this "phase-out" period the Contractor will remain totally responsible for the services required in this contract. The Contractor shall not defer any needed repairs or maintenance for the purpose of avoiding responsibility to the successor contractor. The Contractor shall coordinate activities with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period. The Contractor shall remove all Contractor-owned equipment, tools, parts and belongings from the Government-provided facilities by midnight on the last day of the contract. The Contractor shall provide on-the-job familiarization for the incoming Contractor as required.

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2.3 Post-Award Conference. As soon as possible after the contract start date, the Contractor shall meet in conference with the Contracting Officer and other authorized representative(s) of the Government from USCG Air Station Sacramento to discuss and develop mutual understandings

2.4 Community Relations Program. The Contractor shall maintain a "Good Neighbor" Plan. At a minimum the Contractor shall maintain a dedicated noise complaint telephone recording system, a log of noise complaints with records maintained for one year, respond to complaints, and be available to hear public comment annually. The Contractor shall advise the Coast Guard of noise complaints originating from Air Station activities. An active public relations process is essential to minimizing public negative environmental impact perceptions. Surrounding community impact shall be considered when amending the Airport Operations Manual (see PWS 7.0 Deliverables).

2.5 Contractor Personnel Requirements. The Contractor shall provide fully trained and qualified personnel to perform all services under this contract.

2.5.1 Continuous Point of Contact. The Contractor shall designate in writing individual points of contact and alternate responsible for responding to the Coast Guard's concerns relating to the daily operations under this contract for the Airfield Operations and Management portion of the contract and the ARFF portion of the Contract in accordance with Section 7.0 Deliverables. The points of contact or alternate shall be available by phone 24 hours a day and shall be able to speak and write English. The points of contact and alternate should have 24 hour access to a method for receiving and transmitting copies of documents e.g., via e-mail or fax.

2.5.2 Contractor Employees. The Contractor shall not employ persons for work on this contract if such employee is identified as a potential threat to the health, safety, security, or operational mission of the Coast Guard.

2.5.2.1 Contractor personnel shall present a neat appearance and be easily recognized by wearing distinctive clothing, badges, or nametags.

2.5.2.2 All Contractor personnel shall possess current valid professional certifications as required to perform their respective job functions.

2.5.2.3 The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest as defined by Federal Acquisition Regulations (FAR) Subpart 3.6.

2.5.2.4 Contractor Employee and Visitors (Post Award Access to Government Facilities) Security Requirements. All personnel employed by the Contractor (including subcontractors) in the performance of the contract or any representative of the Contractor entering the Government's installation, shall abide by all applicable security regulations and shall be subject to such security checks as may be deemed necessary by the Government. In accessing Coast Guard Air Station Sacramento property, all contractor personnel,

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including subcontractors and delivery persons, shall comply with all applicable Coast Guard security requirements for access to Air Station Sacramento property.

2.6 Other Government Contracts or Agreements. The Government may undertake, award, or obtain or enter into, other contracts or agreements to augment these services. The Contractor shall cooperate fully with such other Contractors, augmentees and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor, augmentee, or Government employees, or with the proper execution of Government business.

2.7 Safety and Environmental Requirements.

2.7.1 Licenses and Permits. The Contractor shall obtain, without additional cost to the Government, all necessary Federal, State and local permits, licenses and certifications necessary giving all notice and complying with any applicable federal and state and local laws, codes, ordinances and regulations to operate the airfield and all other business carried on under this contract. Copies of permits and licenses shall be provided to the Contracting Officer prior to contract start date or before work requiring a permit commences.

2.7.2 The Contractor shall perform and comply with all the requirements of this PWS in accordance with Federal and California Occupational Safety and Health Act (OSHA) (CAL OSHA), including 29 CFR 1910 and California Code of Regulations Title 8, whichever is more stringent and all other federal, state and local safety requirements.

2.7.2.1 Safety Data Sheets (SDSs). The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. The Contractor shall provide Safety Data Sheets to the COR and maintain them onsite for all materials utilized for the performance of the contract in accordance with 29 CFR 1910 (OSHA) (see PWS. 7.0, Deliverables).

2.7.3 The Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations, including: Hazardous Materials Transportation Uniform Safety Act (HMTUSA), Toxic Substances Control Act (TSCA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA), Safe Drinking Water Act (SDWA), Clean Air Act (CAA), and Federal Facilities Compliance Act (FFCA).

2.8 Environmental Permits, Licenses, and Certifications. The Contractor shall acquire and maintain all environmental compliances, licenses, permits and certifications for the operation of facilities and equipment throughout the life of the contract.

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2.9 Hazardous Materials Transport. Transportation of petroleum-based and hazardous material and hazardous waste under this contract shall be in accordance with all local, State and Federal laws and regulations governing hazardous waste transport, including Title 49 Code of Federal Regulations (CFR) Part 171 and following, as prescribed by the Department of Transportation. The Contractor and all vehicles used for transporting petroleum-based and hazardous material and hazardous waste shall be properly licensed, certified, and insured for transporting hazardous material and hazardous waste. The Contractor shall observe all Local, State and Federal regulations governing the routes over which the hazardous materials and hazardous waste are transported. The Contractor shall ensure that all hazardous materials and hazardous waste to be transported are properly labeled and manifested and all vehicles are properly marked.

2.10 Contractor Environmental Plan. The Contractor shall assure compliance with all local, State and Federal environmental laws and regulations and shall submit plan in accordance with PWS, 7.0, Deliverables.

3.0 GOVERNMENT FURNISHED PROPERTY (GFP)

3.1 ARFF Vehicle. The Government will provide GFP for the Contractor's use in the performance of this contract: **One (1)** Aircraft Rescue and Firefighting (ARFF) Vehicle. GFP means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFP includes, but is not limited to, spare, and property furnished for repair, maintenance, overhaul, or modification. GFP also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under contract (FAR 52.245-1). (See SF1449 continuation section V. General Clauses – Modifications). At the end of this contract, the Contractor shall return this equipment to the Government in good working order (see Exhibit 2, Government Furnished Property).

3.1.1. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

3.1.2 If Coast Guard GFP equipment is determined to be beyond economical repair, as prescribed by the U.S. Coast Guard Motor Vehicle Manual COMDTINST M11240.9(C), the equipment will be returned to Coast Guard Air Station Sacramento in its entirety. The Coast Guard will provide a suitable replacement vehicle substantially the same as the returned vehicle within a reasonable time. Upon completion of the contract, all remaining GFP will be returned to the Coast Guard.

3.1.3 Contractor shall permanently station the GFP ARFF vehicle at a facility on or near the Airfield. Contractor may use it to respond to any appropriate incident at the Airfield or related to Airfield activities involving Coast Guard or other aircraft or personnel.

3.2 Fuel.

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3.2.1 The Coast Guard will procure fuel for aircraft through a separate contract with Defense Energy Support Center (DESC) or another contract. The Coast Guard has the right to buy from the fuel supplier of its choice.

3.2.2 The Coast Guard will procure fuel for aircraft ground support equipment through a separate government credit card or another contract. The Coast Guard has the right to buy fuel from the fuel supplier of its choice.

4.0 CONTRACTOR FURNISHED EQUIPMENT, ITEMS AND SERVICES.

Except for the equipment specifically stated to be Government furnished in Section 3, the Contractor shall furnish everything required to perform this PWS including management, personnel, facility, personal protective equipment (PPE), training, supplies, and emergency response vehicle(s) necessary to perform an agent resupply operation for the assigned ARFF vehicle.

4.1 ARFF and Support Vehicles. The Contractor shall maintain one ARFF vehicle for the C-27 J. The Contractor shall also provide a support vehicle capable of meeting NFPA 403, chapter 5.3.3 agent resupply requirements for the C-27J.

C-130: The Contractor shall provide a reserve ARFF vehicle on site that meets NFPA 403 requirements for the C-130 aircraft if there is a change in mission which permanently locates the C-130 to the Air Station. The Government will notify the contractor of any permanent changes in aircraft missions that require an increase in fire protection necessary to meet Commandant Instruction M11320.1 (series), and NFPA 403 standards no less than 90 days prior.

The Contractor is responsible for performing all maintenance, repairs and inspections on all vehicles in accordance with manufacturer's guidelines. Routine Maintenance is defined as routinely scheduled services, inspections and part replacement as per manufacturer's owner's manuals and guidance. (See PWS 5.10.3.2 Initial Response Vehicles and Exhibit 3 ARFF Vehicle Substitution Guidelines).

4.2 Personal Protective Equipment (PPE). Contractor shall provide all ARFF response personnel with self-contained breathing apparatus and a spare air cylinder certified to meet the edition of NFPA 1981, Standard for Open-Circuit Self-Contained Breathing Apparatus for Fire Fighters, in effect at time of manufacture. Protective clothing shall be determined using the criteria of most current edition of NFPA 1971 and 1851. Protective clothing selection is the responsibility of the service provider.

4.3 Electricity. The Contractor shall provide all electricity for the Airfield.

5.0 PERFORMANCE REQUIREMENTS.

The Contractor shall provide all facilities, supervision, personnel, supplies, and services necessary to provide or perform:

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- 5.1 Airfield Operation and Maintenance
- 5.2 Airfield Inspections and Checks
- 5.3 Airport Operations Manual
- 5.4 Emergency Plan
- 5.5 Ground Vehicles and Personnel
- 5.6 Obstruction Handling
- 5.7 Wildlife Hazard Management
- 5.8 Airport Condition Reporting
- 5.9 Identifying, Marking, and Reporting Construction and Other Unserviceable Areas
- 5.10 Aircraft Rescue and Fire Fighting (ARFF)
- 5.11 Environmental Services

Except as specifically otherwise stated, the Contractor shall provide all of these services 24 hours a day, seven (7) days a week.

5.1 Airfield. Except as allowed by Section 5.1.3.11, Contractor shall provide, maintain, and operate the Airfield in an operationally ready and safe condition that is capable at all times of Instrument Flight Rules (IFR) operations for all Coast Guard aircraft types supporting Coast Guard missions. Airfield Operation and Management services shall comply with all FAA, State and local requirements, including FAA Airport Design Advisory Circular, 1989, FAA A/C 150-5300-13.

5.1.1 Runways, Taxiways, Ramps. Provide at no additional charge to the Government free and unrestricted access and use of all runways and taxiways for unlimited operations, to ramps as designated in 5.1.1.3 below.

5.1.1.1 Runway. Provide use of runway 16-34, a 10,600 foot (3,231 m) long and 200 (61 m) wide concrete runway as shown in Exhibit 1, Airfield Map.

5.1.1.2 Taxiways. Provide use of taxiways A, B, C, D, E, F, G, and H. All taxiway locations are as shown in Exhibit 1, Airfield Map.

5.1.1.3 Ramps. Provide unrestricted access to buildings 1032 and 1033 across the aircraft ramp designated "Mat Uniform North" as shown in Exhibit 1, Airfield Map.

5.1.2 Maintenance. The Contractor shall maintain, and promptly repair the pavement of each runway, taxiway, loading ramp, and parking area on the airport that is identified and for Coast Guard's use as follows:

5.1.2.1. The pavement edges shall not exceed three inches difference in elevation between abutting pavement sections and between full strength pavement and abutting shoulders.

5.1.2.2. The pavement shall have no hole exceeding three inches in depth nor any hole the slope of which from any point in the hole to the nearest point at the lip of the hole is

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45 degrees or greater as measured from the pavement surface plane, unless, in either case, the entire area of the hole can be covered by a five inch diameter circle.

5.1.2.3. The pavement shall be free of cracks and surface variations, which could impair directional control of aircraft.

5.1.2.4. Mud, dirt, sand, loose aggregate, debris, foreign objects, rubber deposits, and other contaminants shall be removed promptly and as completely as practicable. Runway rubber deposits shall be limited as prescribed by FAA regulation.

5.1.2.5. Any chemical solvent that is used to clean any pavement area shall be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent.

5.1.2.6. The pavement shall be sufficiently drained and free of depressions to prevent ponding that obscures markings or impairs safe aircraft operations.

5.1.2.7. All repairs shall be completed such that no adverse impact or reduction to the weight bearing strength of that surface is incurred.

5.1.3 Navigational Aids and Instrument Approaches.

5.1.3.1 Contractor shall provide, maintain, and operate a precision ILS approach to Runway 16 and non-precision TACAN or VOR-DME approaches to Runways 16 and 34. All these aids and approaches shall be FAA approved and certified and include all associated equipment. The ILS approach shall include alternate minimums for when approach related equipment is degraded.

5.1.3.2 Contractor shall provide, maintain and operate PAPI or VASI lighting, approach lights, runway and taxiway edge lights, and a pilot controlled runway lighting (PCL) system.

5.1.3.3 Contractor shall provide, maintain, and operate an Automated Weather Observation System (AWOS) which provides Airfield surface weather information 24 hours a day, seven (7) days a week, which includes temperature, barometric pressure, wind direction and velocity, precipitation, ceiling and visibility.

5.1.3.4 Contractor shall provide and maintain at least the following marking systems for operations on the airport:

5.1.3.4.1 Runway markings meeting the specifications for the approach with the lowest minimums authorized for each runway.

5.1.3.4.2 Taxiway centerline and edge markings.

5.1.3.4.3 Signs identifying taxiing routes on the movement area.

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5.1.3.4.4 Runway holding position markings and signs.

5.1.3.4.5 ILS critical area markings and signs.

5.1.3.5 Contractor shall provide and maintain, when the airport is open during hours of darkness or during conditions below Visual Flight Rule (VFR) minimums, at least the following lighting systems for operations on the airport:

5.1.3.5.1 Runway lighting meeting the specifications for the approach with the lowest minimums authorized for each runway.

5.1.3.5.2 One of the following taxiway lighting systems:

5.1.3.5.2.1 Centerline lights.

5.1.3.5.2.2 Centerline reflectors.

5.1.3.5.2.3 Edge lights.

5.1.3.5.2.4 Edge reflectors.

5.1.3.5.3 An airport beacon.

5.1.3.5.4 Approach lighting meeting the specifications for the approach with the lowest minimums authorized for the runway.

5.1.3.5.5 Obstruction marking and lighting, as appropriate, on each object within its authority which constitutes an obstruction under 14 CFR Part 77, Subpart C, and "Obstruction Standards."

5.1.3.6 Contractor shall properly maintain each marking or lighting system installed on the airport. This includes: to clean, replace, or repair any faded, missing, or nonfunctional item of lighting; to keep each item unobscured and clearly visible; and to ensure that each item provides an accurate reference to the user.

5.1.3.7 Contractor shall ensure that all lighting on the airport, including that for aprons, vehicle parking areas, roadways, fuel storage areas, and buildings, is adequately adjusted or shielded to prevent interference with air traffic control and aircraft operations.

5.1.3.8 Contractor shall provide the following on its airport:

5.1.3.8.1 A wind cone that provides surface wind direction information visually to pilots. During hours of darkness, the wind direction indicators must be lighted.

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5.1.3.8.2 When there is no control tower operating, the Contractor shall draw a segmented circle around one wind cone and a landing strip and traffic pattern indicator for each runway (Runway 16 is right-handed, Runway 34 is left-handed).

5.1.3.9 The Contractor shall:

5.1.3.9.1 Prevent the construction of facilities or vehicle operations on its airport that would degrade the operation of an electronic or visual navaid and air traffic control facilities on the airport;

5.1.3.9.2 Protect, or if the owner is other than the Contractor, assist in protecting, all navaids on the airport against vandalism and theft; and

5.1.3.9.3 Prevent, insofar as it is within the airport's authority, interruption of visual and electronic signals of navaids.

5.1.3.10 Contractor shall maintain all equipment supporting contract performance in accordance with the original equipment manufacturers' most current specifications, revisions, drawings, and recommendations. Maintain and repair all airfield lighting fixtures, constant current regulators, and associated lighting components with the original equipment manufacturers' most current specifications, revisions, drawings, and recommendations, standard industry practice, and National Electric Code.

5.1.3.11 Except as permitted in this paragraph, all equipment shall be operational when required for Coast Guard use. To the maximum extent possible, Contractor shall schedule and perform recurring maintenance when Coast Guard use is not anticipated. Either precision or non-precision approaches shall be operational during all scheduled maintenance. The contractor shall respond to equipment problems or failures within two hours after notification, and shall repair or replace any damaged or defective equipment within the timeframes established by FAA's Restoration Codes for airports with a public safety mission operating twenty-four (24) hours per day, seven (7) days per week.

5.1.3.11.1 In the event of replacement or upgrade of any equipment system, Contractor will coordinate all downtime in advance with Coast Guard and will make best efforts to minimize impact to Coast Guard. To the maximum extent possible, Contractor shall schedule and perform when Coast Guard use is not anticipated.

5.1.3.11.2 Contractor shall maintain a basic on-site spares kit consisting generally of parts that are mission critical, have a high frequency of repair, and have a comparatively low cost.

5.1.3.12 Control Tower services are currently not required. However, Contractor shall provide control tower services that meet FAA standards in the event that 14 CFR 170.13

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establishment criteria is met (Note: This contract award does not include costs for Control Tower Services.)

5.2 Airfield Inspections and Checks.

5.2.1 Airfield Inspection. Contractor shall perform an Airfield Inspection at least monthly. An Airfield Inspection consists of identifying violations of established obstacle clearance criteria; identifying lighting, marking, and sign discrepancies; inspecting construction areas to ensure they do not present hazard to aircraft operations; and inspecting pavement conditions, including debris, rubber deposits and surface conditions, and monitor vegetation and wildlife control.

5.2.1.1 Self-Inspection Program. The Contractor shall inspect the airfield as follows:

5.2.1.1.1 Monthly, except as otherwise required by the airport certification manual or airport certification specifications;

5.2.1.1.2 When required by any unusual condition such as construction activities or meteorological conditions that may affect safe air carrier operations; and

5.2.1.1.3 Immediately (within ½ hour) after an accident or incident.

5.2.1.2 The Contractor shall provide the following:

5.2.1.2.1 Equipment for use in conducting safety inspections of the airfield;

5.2.1.2.2 Procedures, facilities, and equipment for reliable and rapid dissemination of information between airfield personnel and its users;

5.2.1.2.3 Procedures to ensure that qualified inspection personnel perform the inspections; and

5.2.1.2.4 A reporting system to ensure prompt correction of unsafe airfield conditions noted during the inspection.

5.2.1.2.5 An email shall be sent by the airfield manager to the COR with important information and pertinent items of interest. This email shall contain but is not limited to all noise complaints and/or bird strike reports.

5.2.1.3 The Contractor shall prepare and keep for the life of the contract, and make available for inspection by the COR on request, a record of each inspection prescribed by this section, showing the conditions found and all corrective actions taken.

5.2.2 Airfield Check. Contractor shall perform an Airfield Check at least once a day prior to the start of normal flying operations or in response to a reported deficiency, discrepancy, or following an in-flight or landing emergency. The contractor shall check the airfield as soon as possible, but

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no later than ½ hour, following abnormal aircraft operations or an aircraft incident that may cause hazardous conditions. The contractor shall check the airfield during and after severe weather conditions, which may affect safe operations of the airfield. The contractor shall disseminate information telephonically or via Fax to Coast Guard through local Notices to Airmen (NOTAMS).

An Airfield Check consists of:

5.2.2.1 Examining the primary takeoff, landing, and taxi surfaces.

5.2.2.2 Checking and determining runway surface condition, when required, and disseminate information to Coast Guard via NOTAMS.

5.2.2.3 Checking airfield lighting for serviceability.

5.2.2.4 Checking airfield Use/Access Control

5.2.3 Animal Activity. The Contractor shall respond to bird/animal/reptile activity on airfield as soon as possible. Issue appropriate NOTAMS and take appropriate dispersal/removal action. Remove remains, complete action, and document incident.

5.2.4 Change in Airfield Status. Contractor, through NOTAMS inform Coast Guard of status and condition of Airfield and of any changes in status that may cause an adjustment in the normal use or operation of the Airfield.

5.2.5 Airfield Repair. Contractor shall maintain and, within a reasonable period of time, repair any damaged or defective portion of Airfield.

5.3 Airport Operations Manual. Contractor shall maintain and promulgate to all airport tenants an Airport Operations Manual which outlines appropriate plans for operations and management of the airport. The Contractor shall update this Manual at least annually and shall crosscheck the Manual against appropriate guidance documents (see PWS 7.0, Deliverables). The Operations Manual shall include the following topics:

- a. Inspection Authority
- b. Personnel
- c. Paved Areas
- d. Unpaved Areas
- e. Safety Areas
- f. Marking and Lighting
- g. Aircraft Rescue and Fire Fighting
- h. 20-Mile Area Mishap Grid Map
- i. HAZMAT Handling
- j. Traffic Patterns and Wind Direction
- k. CTAF Procedures
- l. Self Inspection Program
- m. Ground Vehicle Operations

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- n. Obstructions
- o. Protection of Nav aids
- p. Public Protection
- q. Wildlife Hazards Management
- r. Condition Reporting
- s. Construction Reporting
- t. Non-Complying Condition
- u. Charts, Approach Plates, and their Distribution

5.3.1 Approach Plates. Contractor shall initiate and coordinate with Federal Aviation Administration (FAA) to prepare approach plates for the Airfield and promulgate them through appropriate Flight Information Publications (FLIP) agencies, including NOAA, or include them in the Airport Operations Manual. Approaches shall be submitted and updated in accordance with PWS 7.0., Deliverables.

5.3.1.1 The Airport Operations Manual shall require priority for Coast Guard Search and Rescue operations.

5.3.2 Handling and Storing of Hazardous Substances and Materials.

5.3.2.1 The Contractor shall publish and distribute requirements in the Airport Operations Manual for the protection of persons and property on the airport during the handling and storing of any material regulated by the Hazardous Materials Regulations (49 CFR Part 171, et seq.), that is, or is intended to be, transported by air).

5.3.2.2 Designate a special parking area with an adequate clear zone for aircraft with "hot brakes" or an unstable load.

5.3.3 The Contractor shall publish and distribute standards for protecting against fire and explosions in storing, dispensing, and otherwise handling fuel, lubricants, and oxygen (other than articles and materials that are, or are intended to be, aircraft cargo) on the airport. These standards shall cover facilities, procedures, and personnel training and shall address at least the following:

5.3.3.1 Grounding and bonding.

5.3.3.2 Public protection.

5.3.3.3 Control of access to storage areas.

5.3.3.4 Fire safety in fuel farm and storage areas.

5.3.3.5 Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

5.3.3.6 Training of fueling personnel in fire safety in accordance with paragraph 5.4.5 of this section.

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5.3.3.7 The fire code of the public body having jurisdiction over the airport.

5.4 Emergency Plan. The Contractor shall maintain an Airport Emergency Plan designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency. The Contractor's Emergency Plan may include applicable portions of the existing United States Air Force Emergency Plan for McClellan. This plan shall be submitted in accordance with PWS 7.0, Deliverables.

5.4.1 The plan must include procedures for prompt response to the following contingencies:

5.4.1.1. Aircraft incidents and accidents;

5.4.1.2 Bomb incidents, including designated parking areas for the aircraft involved;

5.4.1.3 Structural fires;

5.4.1.4 Natural disaster;

5.4.1.5 Radiological incidents;

5.4.1.6 Sabotage, hijack incidents, and other unlawful interference with operations;

5.4.1.7 Failure of power for movement area lighting; and taxi ways and runways.

5.4.2 The plan required by this section must address or include:

5.4.2.1 Emergency Response Organization shall be based on the Incident Command System (ICS).

5.4.2.1.1 The Coast Guard shall be included in the unified command for all responses to Coast Guard mishaps or incidents;

5.4.2.1.2 The Coast Guard shall lead all investigations of Coast Guard mishaps or incidents;

5.4.2.1.3 The Coast Guard will be afforded the opportunity to assign a Liaison Officer for all other mishaps or incidents that may impact Coast Guard operations

5.4.2.2 The plan required by this section must address or include:

5.4.2.3 Emergency Planning and Response security and crowd control, specifying the name and location of each safety or security agency that agrees to provide assistance for the control of crowds in the event of an emergency on the airport; and

5.4.3 The plan required by this section must publish and distribute requirements that provide for:

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5.4.3.1 The marshalling, transportation, and care of injured and uninjured accident survivors;

5.4.3.2 The removal of disabled aircraft;

5.4.3.3 Emergency alarm systems; and

5.4.3.4 Coordination of airport and control tower functions relating to emergency actions.

5.4.4 The plan required by this section shall contain procedures for notifying the facilities, agencies, and personnel who have responsibilities under the Plan of the location of an aircraft accident, the number of persons involved in that accident, or any other information necessary to carry out their responsibilities, as soon as that information is available.

5.4.5 The Contractor shall:

5.4.5.1 Coordinate its Plan with law enforcement agencies, rescue and fire fighting agencies, medical personnel and organizations, the principal tenants at the airport, and all other persons who have responsibilities under the Plan;

5.4.5.2 To the extent practicable, provide for participation by all facilities, agencies, and tenants in the development of the Plan;

5.4.5.3 Ensure that all airport personnel having duties and responsibilities under the Plan are familiar with their assignments and are properly trained;

5.4.5.4 At least once every 12 months, review the Plan with all of the parties with whom the Plan is coordinated to ensure that all parties know their responsibilities and that all of the information in the Plan is current; and

5.4.5.5 Annual drill with tenants; can be a table top exercise with Level II complexity (see McClellan Emergency Action Plan). At least once every three years conduct a Level III drill, with collaborative effort between USCG and other MCC tenants.

5.5 Ground Vehicles and Personnel.

The Contractor shall:

5.5.1 Limit access to movement areas and safety areas only to those ground vehicles and personnel necessary for airport operations;

5.5.2 Establish and implement procedures for the safe and orderly access to, and operation on, the movement area and safety areas by ground vehicles, including provisions identifying the consequences of noncompliance with the procedures by an employee, tenant, or contractor;

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5.5.3 In an uncontrolled field environment or when an air traffic control tower is not in operation, provide adequate procedures to control ground vehicles on the movement area through prearranged procedures, signs or signals;

5.5.4 Ensure that each employee, tenant, or contractor who operates a ground vehicle on any portion of the airport that has access to the movement area is familiar with the airport's procedures for the operation of ground vehicles and the consequences of noncompliance; and

5.5.5 If an air traffic control tower or other centralized control is in operation, ensure that each ground vehicle operating on the movement area is controlled by one of the following:

5.5.5.1 Two-way radio communications between each vehicle and the tower,

5.5.5.2 An escort vehicle with two-way radio communications with the tower to accompany any vehicle without a radio, or

5.5.5.3 Other measures acceptable for controlling vehicles, such as signs, signals, or guards, when it is not operationally practical to have two-way radio communications with the vehicle or an escort vehicle;

5.5.6 Make available for inspection any record of accidents or incidents on the movement areas involving air carrier aircraft and/or ground vehicles.

5.6 Obstructions. The Contractor shall ensure that each object in each area within its authority which exceeds any of the heights or penetrates the imaginary surfaces described in 14 CFR Part 77, Subpart C is removed, marked, or lighted. However, removal, marking, and lighting is not required if it is determined to be unnecessary by an FAA aeronautical study. Private, off base property, is not considered to be within the Contractor's authority.

5.7 Wildlife Hazard Management.

5.7.1 Remedial Plan. When any of the following events occurs on or near the airport, the Contractor shall ensure that a remedial plan acceptable to the COR is developed and executed. The Contractor may accomplish this through appropriate coordination with Fish and Wildlife, County Animal Control, and other appropriate agencies. This plan is in accordance PWS 7.0, Deliverables and shall be submitted no more than five (5) days after event occurrence.

5.7.1.1 An aircraft experiences a damaging collision with wildlife.

5.7.1.2 Wildlife of a size or in numbers capable of causing an event described in paragraph 5.7.1.1 or 5.7.1.2 of this section is observed to have access to any airport flight pattern or movement area.

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5.7.2 Plan Requirements. The plan developed in paragraph 5.7.1 of this section shall contain at least the following:

5.7.2.1 Analysis of the event which prompted the plan.

5.7.2.2 Identification of the species, numbers, locations, local movements, and daily and seasonal occurrences of wildlife observed.

5.7.2.3 Identification and location of features on and near the airport that attract wildlife.

5.7.2.4 Description of the wildlife hazard to flight operations.

5.7.2.5 The persons who have authority and responsibility for implementing the plan.

5.7.2.6 Priorities for needed habitat modification and changes in land use identified in the ecological study, with target dates for completion.

5.7.2.7 Requirements for and, where applicable, copies of local, state, and Federal wildlife control permits.

5.7.2.8 Identification of resources to be provided by the contract for implementation of the plan.

5.7.2.9 Procedures to be followed during flight operations, including 5.7.2.10 & 5.7.2.11

5.7.2.10 Assignment of personnel responsibilities for implementing the procedures.

5.7.2.11 Conduct of physical inspections of the movement area and other areas critical to wildlife hazard management sufficiently in advance of air carrier operations to allow time for wildlife controls to be effective.

5.7.2.12 Wildlife control measures;

5.7.2.13 Communication between the wildlife control personnel and any air traffic control tower in operation at the airport;

5.7.2.14 Notwithstanding the other requirements of this section, the Contractor shall take immediate measures to alleviate wildlife hazards whenever they are detected.

5.8 Airfield Condition Reporting.

5.8.1 The Contractor shall provide for the collection and dissemination of airport condition information to the Coast Guard.

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5.8.2 In complying with paragraph 5.9.1 of this section, the Contractor shall utilize the Local Notice to Airmen (NOTAM) system.

5.8.3 In complying with PWS paragraph 5.9.1, the Contractor shall provide information on the following airport conditions that may affect the safe operations.

5.8.3.1 Construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas.

5.8.3.2 Surface irregularities on movement areas or loading ramps and parking areas.

5.8.3.3 Objects on the movement area or safety areas.

5.8.3.4 Malfunction of any lighting system.

5.8.3.5 Unresolved wildlife hazards.

5.8.3.6 Non-availability of any rescue and firefighting capability as outlined in paragraph 5.10.

5.8.3.7 Any other condition as specified in the Airport Certification Manual or airport certification specifications, or which may otherwise adversely affect the safe flight operations.

5.9 Identifying, Marking, and Reporting Construction and Other Unserviceable Areas.

5.9.1 The Contractor shall:

5.9.1.1 Mark and, if appropriate, light:

5.9.1.1.1 Each construction area and unserviceable area which is on or adjacent to any movement area or any other area of the airport on which aircraft may be operated;

5.9.1.1.2 Each item of construction equipment and each construction roadway, which may affect the safe movement of aircraft on the airport; and

5.9.1.1.3 Any area adjacent to a navaid that, if traversed, could cause derogation of the signal or the failure of the navaid, and

5.9.1.2 Provide procedures, such as a review of all appropriate utility plans prior to construction, for avoiding damage to existing utilities, cables, wires, conduits, pipelines, or other underground facilities.

5.10 Aircraft Rescue and Fire Fighting (ARFF).

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5.10.1 General. The Contractor shall provide continuous Aircraft Rescue and Fire Fighting (ARFF) response capability for aircraft flight and ground emergencies at the airfield and on Coast Guard property contiguous to the airfield. The primary requirement is for saving lives; the secondary requirement is extinguishing fire and limiting damage to aircraft and property. The requirement for services is generated primarily by U. S. Coast Guard ARFF standards for the protection of personnel, mission aircraft, fuel, associated equipment, and property. Air Station Sacramento operates up to 6 C-27J aircraft with a maximum taxiing weight of 67,682 pounds and a maximum fuel capacity of 21,458 pounds. Although there are no plans to relocate the C-130 aircraft permanently to the Air Station they have a maximum taxiing weight of 155,000 pounds and a maximum fuel capacity of 62,500 pounds.

5.10.2 ARFF Requirements. The Contractor shall comply fully with the Coast Guard ARFF requirements set forth in COMDTINST M5100.47D (series), as well as NFPA 403 and 412 standards, with the exception of any structural firefighting requirements.

5.10.2.1 Air Station Watch Standers primary means of activating ARFF response will be through a direct call to a telephone established by the contractor. The contractor will maintain a primary landline as well as a backup cellular line.

5.10.3 Initial Response Capabilities. The Contractor shall provide the following initial response capabilities and are subject to unannounced drills that covers either C-27J and/or C-130 Aircraft types.

5.10.3.1 Initial Response Times. The major ARFF vehicles and personnel required by the following subparagraphs shall arrive at the location of the incident:

- a. C-27 J – One (1) ARFF vehicle within one (1) minute Announced or five (5) minutes Unannounced for any incident on the runways or overruns.
- b. C-130 - One (1) ARFF vehicle within one (1) minute Announced or five (5) minutes Unannounced for any incident on the runways or overruns. The second ARFF vehicle within five (5) minutes.
- c. Response times shall be defined as the interval between the time the Coast Guard Operations Center or other competent authority notifies the fire station watchstander of a declared emergency, aircraft crash or collision, or any other incident requiring an ARFF response, and the arrival of the full required complement of personnel, major ARFF vehicles and agents at the scene of the reported incident.

5.10.3.2 Initial Response Vehicles. C-27J aircraft: the Contractor shall be capable of responding with at least one ARFF vehicle with at least a 1,340 gallon water capacity and capable of delivering water and/or Aqueous Film Forming Foam (AFFF) agents from all mounted turrets at a rate not less than 750 gallons per minute. The vehicle shall be capable of dispensing a complementary agent of at least 300 pounds of potassium bicarbonate powder (PKP). Powder can be substituted by a listed agent exceeding the performance of potassium bicarbonate approved by the Coast Guard. For C-130 aircraft: the contractor shall be capable of responding with a minimum of two (2) ARFF vehicles with a combined

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capacity to deliver a minimum of 3740 gallons of water and/or Aqueous Film Forming Foam (AFFF) agents from all mounted turrets at a rate not less than 1370 gallons per minute. The vehicles shall be capable of dispensing a complementary agent of at least 450 pounds of potassium bicarbonate powder (PKP). Powder can be substituted by a listed agent exceeding the performance of potassium bicarbonate approved by the Coast Guard. The vehicle shall meet all other applicable requirements of NFPA 412, and 414, Chapter 4.

5.10.3.3 Initial Response Personnel. Except as authorized in Section 5.10.5, the ARFF vehicle and personnel necessary to meet the minimum response requirement is as follows: For C-27J aircraft: require one ARFF vehicle and shall be staffed with three (3) personnel at all times, including a driver/operator, a lead fire fighter (Crew Chief) and one (1) fire fighter/rescue person.

For C-130 aircraft: require a minimum of two ARFF vehicles and shall be staffed with three (4-5) firefighters each.

Incident Commander: The Lead Firefighter assigned to the primary ARFF response vehicle shall be qualified to assume the duties of the Incident Commander. An additional person to assume this role is not necessary.

5.10.4 Required Response Capabilities - ARFF Response Log and Documentation. The Contractor shall maintain a log and document the date and time **whenever the initial ARFF response will consist of fewer than the one ARFF vehicle and/or personnel required in Sections 5.10.3.2 and 5.10.3.3 (see 5.10.4.1, 5.10.4.2 and Exhibit 3, ARFF Vehicle Substitution Guidelines).**

5.10.4.1 ARFF Vehicle Substitution Guidelines. If none of the contractor vehicles or Government furnished vehicle is available as a result of maintenance and repair requirements or other events beyond the control of Contractor, the Contractor shall implement the ARFF Vehicle Substitution Plan in accordance with 5.10.4.2 and Exhibit 3, ARFF Vehicle Substitution Guidelines.

5.10.4.2 ARFF Vehicle Substitution Plan. The Contractor shall submit an ARFF vehicle substitution plan in accordance with Exhibit 3, ARFF Vehicle Substitution Guidelines. This plan shall list specific substitute vehicles prior to the need for their assignment as initial response vehicles and specify implementation and procedural requirements. The Plan is intended to ensure compliance with the contract requirement that the contractor shall be capable of responding with at least one ARFF vehicle as specified in paragraph 5.10.3.2, or a force with an equivalent firefighting capability. In accordance with 7.0 deliverables the plan is due 10 days prior to contract start date and updated as changes occur (see 7.0 Deliverables and Exhibit 3 ARFF Vehicle Substitution Guidelines).

5.10.5 Notification Requirement. The Contractor shall notify the Coast Guard **within 15 minutes** whenever the initial ARFF response will consist of less than ARFF vehicle(s) and/or

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personnel required as per sections 5.10.3.2 and 5.10.3.3. For the C-27J less than one vehicle and for the C-130 less than two vehicles.

5.10.6 Training Requirements. All personnel must be certified as having met the requirements of Department of Defense Fire and Emergency Services Certification Program (DOD FESCP) or equivalent NFPA training qualifications (NFPA 1003) in effect when certified or no more than three years prior to certification.

5.10.6.1 Ongoing training shall be provided and documented for all personnel through an on-the-job program. The ongoing training program shall include as a minimum:

- a. Hot drills simulating aircraft fire emergency
- b. Firefighting operations and tactics.
- c. Rescue and first aid procedures.
- d. Emergency equipment operation.
- e. Crash locator maps and on-station/off-station familiarization.
- f. Aircraft familiarization.
- g. Airfield emergency communication procedures.
- h. Fundamentals of combustion, fire control, and extinguishment.
- i. Aircraft fire hazards, fuel, ordnance, lubricants, and composite materials.
- j. Hazardous material.
- k. 20-mile grid map familiarization

5.10.7 Emergency Communications System. The Contractor shall have an Emergency Communications System with the following minimum requirements:

- a. Permanently installed mobile radios in all vehicles.
- b. Station radios in the fire station.
- c. Radios shall be capable of communicating from vehicle to vehicle, to the fire dispatchers or communication centers, to potential mutual aid stations, and to Coast Guard Aircraft. Use VHF Frequency 122.975 (CTAF) or UHF 237.9 (station frequency). Portable Radios (walkie-talkies) for the lead fire fighter in each vehicle. Portable Radios shall be capable of communicating with each other and to the Fire District.

5.10.8 Administrative Reporting.

The records shall be kept and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of any claims under the contract (see PWS 7.0, Deliverables).

- a. ARFF daily journal. A daily journal shall be maintained by each ARFF organization. This journal shall be a chronological listing of all pertinent events and retained on file for the duration of the contract and turned into the COR at the end of each performance period.
- b. Response report(s). A locally produced report of the details of each response run made by the ARFF unit shall be made. These response reports shall be retained on file for the duration of the contract and turned into the COR at the end of each performance period.

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- c. Record of number of times not able to respond, including date, time circumstances, and reason for the duration of the contract and turned into the COR at the end of each performance period.
- d. Fire Fighter Certification. Maintain and retain for the duration of the contract. All documents are to be made available at the request of the Contracting Officer or Representative or COR.

5.11 Environmental Services. Environmental planning shall include a response plan for a fuel spill that occurs when fueling, in the event of a fuel truck failure and in the event of an aircraft collision as required by PWS 7.0, Deliverables.

5.11.1 Expendable Materials Requirement. Furnish and have on hand at all times the following expendable materials for fuel spill containment and cleanup.

5.11.1.1 Contractor shall maintain a minimum of one 85 gallon overpack kit of fuel absorbent material for the airfield.

5.11.1.2 Contractor shall maintain a sufficient number of contractor furnished plastic bags to properly dispose of fuel soaked absorbent material.

5.11.1.3 Contractor shall maintain a major spill containment kit and provisions for additional first responder support.

5.11.2 Containment of Liquid Petroleum Product Leaks and Spills. The Contractor shall deploy environment equipment and place the Contractors' fuel absorbent material on all leaks and spills that occur in the AIRSTA, Sacramento or Contractor's operating areas (regardless of cause or fault).

6.0 APPLICABLE DOCUMENTS.

6.1. The Contractor shall comply with all federal, state and local environmental protection statutes and regulations, as well as applicable US Coast Guard policies, instructions, directives, attachments and exhibits listed in the table below pertaining to the services required herein and to the conduct and qualifications of personnel in performance of this contract.

6.2. The Government will provide all Coast Guard publications listed upon request of the Contractor. For Other Reference Documents the Coast Guard will provide a source for or the document itself upon request. Supplements or amendments to listed publications may be issued during the life of the contract. The Contractor shall immediately implement those changes, which result in a decrease, or no change in the contract price. Upon completion of the contract, the Contractor shall return to the Government all issued publications.

Publication Number	Title
COMDTINST M11240.9C	U.S. Coast Guard Motor Vehicle Manual

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COMDTINST M5100.47D	U.S. Coast Guard Safety and Environmental Health Manual
COMDTINST M5000.3B	U.S. Coast Guard Regulations
COMDTINST M5100.47	Safety and Occupational Health Manual
COMDTINST 16478.1B	Hazardous Waste Management
COMDTINST M11000.7	Facilities Energy Manual
Other Reference Documents	
FAA A/C 150-5300-13 FAA Airport Design Advisory Circular www.faa.gov	
49 CFR Part 171 and Following	
14 CFR Part 77, subpart C, Obstruction Standards	
14 CFR Part 170 , subpart B - Airport Traffic Control Standards	
29 CFR 1910 (OSHA)	
49 CFR Part 171 and Following	
California Occupational Safety and Health Act	
Clean Air Act	
Comprehensive Environmental Response Compensation and Liability Act (CERCLA)	
Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)	
Federal Facilities Compliance Act	
Hazardous Materials Transportation Uniform Safety Act (HMTUS)	
National Electrical Code	
NFPA 403 Standard for Aircraft Rescue and Fire-Fighting Services at Airports	
NFPA 412 Standard for Evaluating Aircraft Rescue and Fire-fighting Foam Equipment	
NFPA 414 Standard for Aircraft Rescue and Fire-Fighting Vehicles	
NFPA 1003 Standard Airport Fire Fighting Professional Qualifications	
NFPA 1976 Standard for Protective Clothes for Proximity Fire Fighting	
NFPA 1981, Standard for Open-Circuit Self Contained Breathing Apparatus for Emergency Personnel/Fire Fighters	
McClellan Emergency Action Plan	
Occupational Safety and Health Act	
Resource Conservation and Recovery Act	
Safe Drinking Water Act	
Superfund Amendments and Reauthorization Act (SARA)	

7.0 DELIVERABLES.

The Contractor shall develop and submit all required deliverables as specified in this PWS and the following table to the COR and Contracting Officer. Deliverables are required via electronic media, MS Word 7.0, when applicable, must be PC compatible.

Deliverable	PWS Reference	Distribution	Due by
Community Good Neighbor Plan – Noise Complaint Log	2.3	COR	Ongoing - Advise COR if noise complaints originate from Coast Guard.
Continuous Point of Contact	2.4.1	KO & COR	Update as Occurs - Submit with proposal, 15 days prior to contract start date; submit updates as required.

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Licenses and Permits	2.7.1	KO	Annually or as Required - Submit 15 days prior to contract start date; submit updates as required.
Safety Data Sheets (SDSs)	2.6.2.1	COR	Update as Occur - Submit 15 days prior to contract start date; updates as they occur.
Airfield Emails	5.2.1.2.5	COR	Ongoing - When new information or pertinent items of interest occur.
Airfield Inspection Reports	5.2.1.3	COR	Ongoing - Available for review by the COR or KO.
Airport Operations Manual	5.3	KO & COR	Annually and as Occur - Submit 15 days prior to contract start date; Annual updates and whenever updates are made.
Published Instrument Approaches	5.3.1	KO & COR	Update as Occur - Submit 15 days prior to contract start date; Submit updates as needed.
Airport Emergency Plan	5.4, 5.4.5, and 5.4.5.5	KO & COR	Update as Occur - Submit 15 days prior to contract start date, Annual review of plan; Annual drill with tenants (Level II) and Tri-annual Drill (Level III)
Wildlife Hazard Remedial Plan(s)	5.7	KO & COR	Update as Occur - Submit 5 days after event occurrence; Submit updates as they occur.
ARFF Response Log/Documentation and Notification	5.10.4 and 5.10.5	COR	Update as Occur - Log in when Below Required Response Capability (Vehicle or Personnel) and Notify COR within 15 minutes.
Administrative Reporting (a) Daily Journal (b) Response Report (c) Non Response Record (d) Fire Fighter Certifications	5.10.8 (a)(b)(c)(d)	COR	(a) Daily (b) Each Response Run (c) Record of times not Able to Respond (d) Ongoing At the close of each option year period. Hold records for contract duration.
Environmental Plan to include Fuel Spill Response Plan	2.9 and 5.11	KO & COR	Update as Occur - Submit 15 days prior to contract start date; Submit updates as needed.
Quality Control Plan (QCP)	8.0	KO & COR	Annually - Submit 15 days prior to contract start date; Submit updates as needed.
Service Contract Report (ONLY IF AWARD IS OVER \$500K)	11.1	System for Award Management (SAM), Contracting Officer	Annually, by 31 October.
Insurance Certificate Clause Section, HSAR 3052.228-70 and FAR Clause 52.228-5	11.1 and 11.2	KO	Annually; during post award conference for Base year and fifteen (15) business days prior to beginning work under an option year.

8.0 CONTRACTOR QUALITY CONTROL REQUIREMENTS.

8.1 General. The Contractor is required to develop a comprehensive program of inspections and monitoring actions which comprise a Quality Control Plan (QC). The Contractor shall provide

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adequate quality control, management and supervision to ensure that the Contractor's performance meets all of the requirements of this contract.

8.2 Contractor QC Plan (QCP). The Contractor shall submit within 15 days prior to contract start date for review and approval a QC Plan describing the Contractor's QC program inspection system that monitors, controls, and ensures that the performance requirements of this contract are met. The plan shall establish and explain in detail how the Contractor shall sustain the quality standards for Air field services, Navigational Aids and Instrument Approaches and Aircraft Rescue and Fire Fighting services. (See PWS 7.0, Deliverables).

8.3. QC Program/Inspection System. The QC system shall encompass all functions of the contract. It must specify areas to be inspected on both a scheduled and unscheduled basis and list the title(s) of the individual(s) conducting the inspection. The Contractor shall develop and implement quality control procedures addressing the areas identified in the PWS and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QC program/Inspection System shall be designed to keep the Contractor's management and the Coast Guard informed of all issues affecting quality of service to include timely and effective corrective actions. The QC records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made; the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that QC includes timely and effective corrective action for all deficiencies identified by the Government. The Contractor shall make available to the Government all records of inspection.

8.4. Performance Evaluation Meetings. The Contractor may be required to meet with the COR. Meetings thereafter will be as often as necessary as determined by the COR. Time and place of the meetings will be mutually agreed upon between the Coast Guard and the Contractor. The minutes of the meetings shall be prepared by the contractor, and signed by the COR and the Contractor. If the Contractor does not concur with the minutes, any areas of non-concurrence shall be stated in writing, and submitted to the COR within five calendar days of receipt of the signed minutes.

8.5. Contract Discrepancy Report (CDR). When a discrepancy exists, the Contractor Officer or COR shall complete a CDR, which will be submitted, at the time of issuance, to the Contractor for completion. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action. The Contractor may request a meeting whenever a Contract Discrepancy Report (CDR) is issued. Appropriate contractual remedies may be applied in accordance with the (PRS) as indicated in the Contract.

9.0 GOVERNMENT QUALITY ASSURANCE REQUIREMENTS.

9.1 Quality Assurance Surveillance Plan. The Government's Quality Assurance Surveillance Plan (QASP) is independent of the Quality Control Program Plan managed by the Contractor and is not a substitute for the Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered under the terms and conditions of this contract. To facilitate the Government's (QASP), the COR will verify Contractor compliance with

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designated performance requirements. The Contracting Officer's Representative (COR) will provide appropriate surveillance to determine whether the Contractor's performance meets the contract requirements. Government personnel will record all surveillance observations, including reported inadequate or defective performance. The COR will periodically update the surveillance approach when the need arises. In addition, for noncompliant or untimely corrective action of identified deficiencies of specific tasks, the Contractor maybe required to re-perform the task. All costs associated with rework are the responsibility of the Contractor.

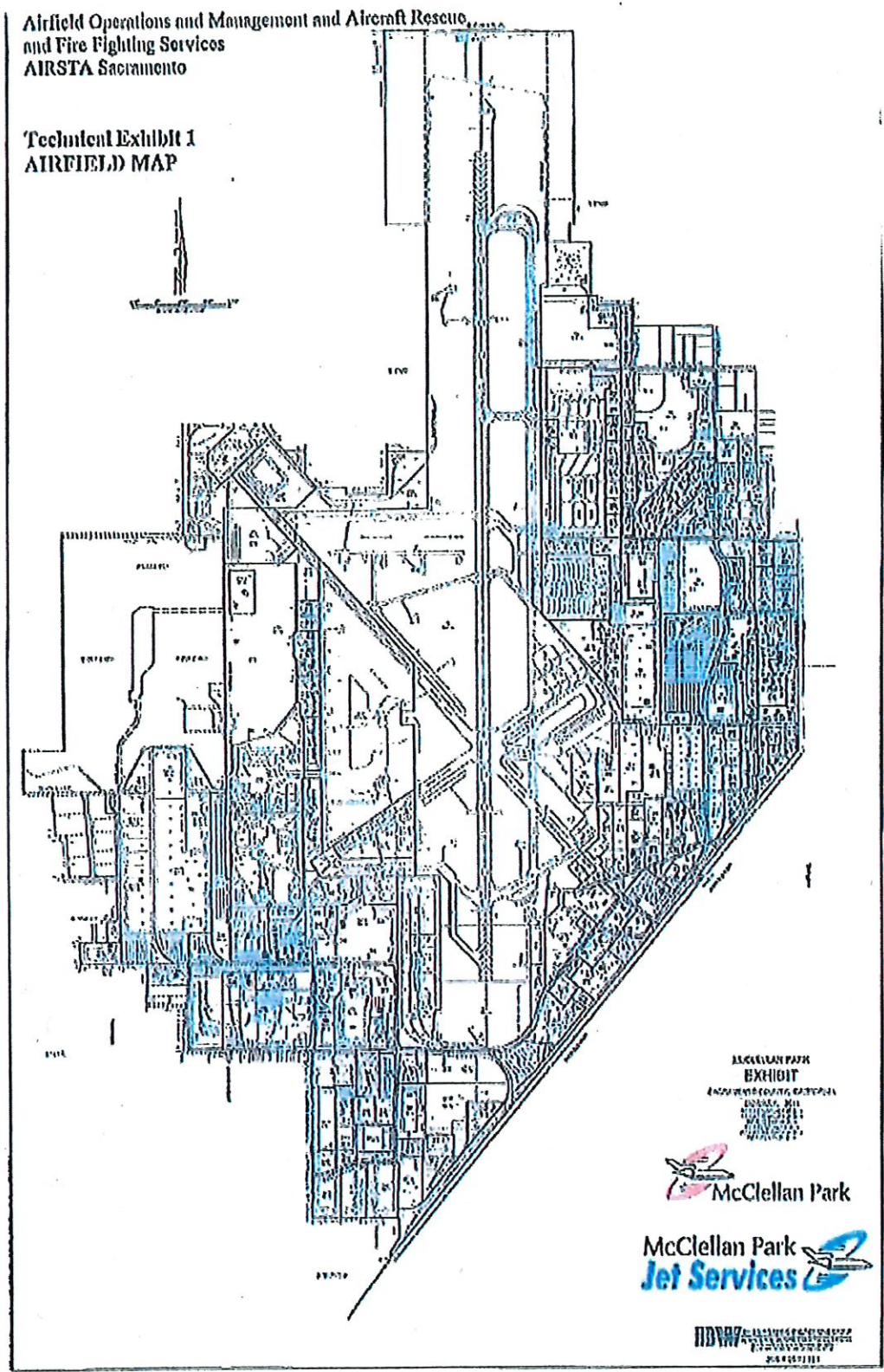
9.2. Government Observers. Government personnel, other than the Contracting Officer and the COR may, from time to time, observe Contractor operations.

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10.0 GLOSSARY.

Airfield	McClellan Air Force Base (or its successor)	IMC	Instrument Meteorological Conditions
AIRSTA	US Coast Guard Air Station at Sacramento, CA	NAVAIDS	Navigational Aids
ALP	Airport Layout Plan	NFPA	National Fire Protection Association
ARC	Airport Reference Code	NOAA	National Oceanic and Atmospheric Administration
ARFF	Aircraft Rescue and Fire Fighting	NOTAM	Notice to Airmen
ARP	Airport Reference Point	OFA	Obstruction Fee Area
AWOS	Automated Weather Observation System	OFZ	Obstruction Free Zone
BRAC	Base Realignment and Closure Commission	OGE	Office of Government Ethics
CAA	Clean Air Act	OSHA	Occupational Health and Safety Act
CALOSHA	California Occupational Health and Safety Act	PAPI	Precision Approach Pattern Indicator
CDR	Contract Discrepancy Report	PCL	Pilot Controlled Lighting
CFR	Code of Federal Regulations	PKB	Potassium Bicarbonate Powder
CLIN	Contract Line Item Number	PRS	Performance Requirement Summary
COMDTINST	Commandant Instruction	PWS	Performance Work Statement
COR	Contracting Officer's Representative	QASP	Quality Assurance Surveillance Plan
CQCP	Contractor Quality Control Plan	RCRA	Resource Conservation and Recovery Act
CTAF	Common Traffic Advisory Frequency	RSA	Runaway Safety Area
CWI	Clearway	SDWA	Safe Drinking Water Act
DESC	Defense Energy Support Center	TACAN	Tactical Air Navigation Aid
DME	Distant Measuring Equipment	TSA	Taxiway Safety Area
DOD	Department of Defense	TW	Taxiway
FAA	Federal Aviation Administration	VASI	Visual Approach Slope Indicator
FAR	Federal Aviation Regulations (14C.F.R.)	VFR	Visual Flight Rules
FAR	Federal Acquisition Regulations (48 C.F.R.)	VMC	Visual Meteorological Conditions
FFCA	Federal Facility Compliance Act	VOR	Very High Frequency Omni-Directional Radio Range
FLIP	Flight Information Publications	VOR	Very High Frequency Omni-Directional Radio Range
HAZMAT	Hazardous Materials		

TECHNICAL EXHIBIT 1
AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
FIRE FIGHTING SERVICES
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TECHNICAL EXHIBIT 2
AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
FIRE FIGHTING SERVICES
CONTRACT/RFP#: 70Z08421RA1152800

GOVERNMENT FURNISHED PROPERTY

The Government will furnish the following equipment. Changes in equipment will made under the Government Property clause of this contract.

<u>Equipment Item</u>	<u>Acquisition (ACQ) Cost</u>
One (1) 2001 Model P150 Air Rescue and Firefighting (ARFF) Vehicle when New Emergency One Titan, Serial/Vehicle Number 4ENBAA8X110003122	\$316,000

TECHNICAL EXHIBIT 3
AIRFIELD OPERATION AND MANAGEMENT SERVICES AND AIRCRAFT RESCUE AND
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ARFF VEHICLE SUBSTITUTION GUIDELINES

A. Every reasonable effort should be made by the contractor to meet the ARFF response requirements in Section 5.10.3 of the contract. The Contractor shall submit an ARFF Vehicle Substitution Plan (see 5.10.4.2) identifying and seeking Coast Guard approval of specific potential substitute vehicles prior to the need for their assignment as initial response vehicles in accordance with the contract as per PWS 5.10.4.1 and 7.0 Deliverables. The Contractor shall submit, and the Government shall approve the Plan for the C-27J and C-130 requirements prior to commencement of performance. The COR and Contractor shall maintain a list of substitute vehicles approved by the Coast Guard and update the list as changes occur.

B. In the event an unavoidable shortage of government furnished ARFF apparatus (GFP) and Coast Guard approved vehicles precludes meeting the response requirements in Section 5.10.3 of the contract, the contractor shall be capable of responding to emergencies in the time intervals specified in Section 5.10.3.1 of the contract as follows:

1. The contractor shall respond with one or more vehicles otherwise meeting the requirements of Section 5.10.3.1 of the contract that are not GFP or have not been preapproved by the Coast Guard. If the ARFF vehicle does not carry a complementary agent, the contractor shall also respond with an additional vehicle with the complementary agent required in Section 5.10.3.2 of the contract. When vehicles meeting the requirements of Section 5.10.3.1 of the contract are intended for initial response, the contractor shall notify the Coast Guard no later than 0800 of the next day following its designation as an initial response vehicle.

C. Notification. Except as described in paragraph B.1, above, notification requirements in Section 5.10.5 of the contract remain in effect.

D. Staffing. When response capability is being provided in accordance with paragraphs B.1, 2, or 3, above, all vehicles required to satisfy the minimum agent quantities shall be staffed and trained in accordance with Section 5.10.6 of the contract, Safety and Environmental Health Manual COMDINST M5100.47 (D) and NFPA 1003.

E. Performance-based Remedies. If response capabilities described in paragraph B.1 do not comply with Section 5.10 of the contract, performance may be subject to appropriate contractual remedies in accordance with Attachment 2.

**SACRAMENTO METROPOLITAN FIRE DISTRICT
MCCLELLAN ARFF COSTS
For the Years Ending September 30, 2023 and 2024**

	<u>BASE 2023</u>	<u>OPTIONAL 2024</u>
<u>LABOR SECTION</u>		
Salaries	<u>\$ 1,648,737</u>	<u>\$ 1,665,224</u>
Benefits		
Retirement Costs	841,226	868,305
FICA/Medicare Costs	23,907	24,146
Group Health Insurance Costs	256,495	256,495
OPEB	90,015	90,915
Workers Compensation Insurance	64,002	64,642
Total Benefits	<u>1,275,645</u>	<u>1,304,502</u>
 Total Salaries and Benefits	 2,924,381	 2,969,726
Administrative overhead at 12%:	<u>350,926</u>	<u>356,367</u>
 Total Salaries, Benefits, and Overhead	 <u>3,275,307</u>	 <u>3,326,093</u>
<u>OTHER SECTION COSTS</u>		
Dispatch Services	59,020	60,200
ARFF Station Maintenance / Insurance	84,193	85,877
ARFF Vehicle Maintenance	57,696	58,849
ARFF Services and Supplies	19,927	20,325
ARFF Support Equipment and Others	31,973	32,613
ARFF Training	<u>10,000</u>	<u>10,200</u>
 Total Other Section Costs	 <u>262,808</u>	 <u>268,064</u>
 TOTAL METRO FIRE COST	 3,538,115	 3,594,157
 ARFF Crew 2 Allocation ⁽¹⁾	 <u>707,623</u>	 <u>718,831</u>
 TOTAL CLIN 00002 COST	 <u>\$ 4,245,738</u>	 <u>\$ 4,312,989</u>

Notes

1 Cost allocation for ARFF Crew 2 that equals 20% of the ARFF Crew 1 cost. ARFF Crew 2 compensation paid for by County of Sacramento.

2 For purposes of costing CLIN 00003 for truck repairs allowance, the hourly rate for step 3 Master Fire Mechanic is \$85.59 while admin overhead is set at 12%.

Assumptions:

1 Projected salary increase of 1% per year starting in January 2023.

2 Projected 2% Increase each year on other section costs

3 Admin Rate computations based on 12%.



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2022-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT FOR THE PERIOD OF AUGUST 11, 2022 – SEPTEMBER 9, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Sacramento Metropolitan Fire District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Sacramento Metropolitan Fire District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, meeting in person would present imminent risk to health and safety of attendees; and

WHEREAS, the Board of Directors does hereby find that conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Sacramento Metropolitan Fire District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meetings will be held in a virtual manner where the public may access them via the virtual platform with all login information provided on each board meeting agenda.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Sacramento Metropolitan Fire District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 9, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Sacramento Metropolitan Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND APPROVED this 11th day of August 2022, by the following vote to wit:

AYE:

NOE:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested By:

Clerk of the Board