



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, January 27, 2022 – 6:00 PM

Remotely Via Zoom
Phone: (669) 900-6833
Webinar ID: 811 3752 2168#
Passcode: 489 249 659#

Cynthia 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

Matt Kelly
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 January 5, 2022 through February 4, 2022 pursuant to Brown Act provisions.

Additionally, on January 6, 2022, the Health Officer of the County of Sacramento ordered all public meetings in the County to occur virtually until further notice, and encouraged workplaces to conduct meetings remotely as business needs permit.

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.



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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 27, 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 Monday, January 31st at 6:00pm and Wednesday, February 2nd at 9:00am 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 January 13, 2022. | 6 |
| 2. Emergency Ambulance Surge Protection Agreement
Recommendation: Approve the emergency ambulance surge protection agreement. | 13 |
| 3. 0 Watt Avenue, North Highlands (Watt/Myrtle) – Easements
Recommendation: Approve the Resolution to grant the requested Easement for Public Roadway and Public Utilities, Easement for Public Utilities and Public Facilities, and Easement for Temporary Construction. | 33 |
| 4. 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. | 68 |



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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 27, 2022

5. **Notice of Award – Stryker (AFG20 Automated Chest Compression Devices)** (*Erin Castleberry, Administrative Specialist*) 70
Recommendation: Approve the purchase of 12 LUCAS 3 Chest Compression Systems from Stryker, by utilizing a master cooperative purchasing agreement (RFB #2021-06) administered by the Savvik Buying Group.

PRESENTATION ITEMS

1. **Community Risk Assessment (CRA) & Community Risk Reduction Plan (CRP)** (*Deputy Fire Marshal Fields and FACETS Consulting*) 72**
Recommendation: Receive presentation. No action required.
2. **2021 Paramedic Program Update** (*EMS Captain Joe Schmitt*) *
Recommendation: Receive presentation. No action required.

ACTION ITEMS

1. **Multiple Award Schedule for Legal Services Extension** (*Chief Harms*) 73
Recommendation: Adopt Resolution approving the extension of the multiple award schedule for legal services.
2. **Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3))** (*President Saylor*) 77
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 January 27, 2022-February 25, 2022 or until further re-ratified.
3. **Discuss and Approve a Board Member Join the Negotiations Team** (*President Saylor*) *
Recommendation: Discuss whether a Board Member should join the negotiations team, and identify and approve the member who will join the team.

CLOSED SESSION

1. **Conference with Labor Negotiator** *
Pursuant to California Government Code Section 54957.6
- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522



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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 27, 2022

- 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

REPORT OUT FROM CLOSED SESSION

REPORTS

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

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: TBD
- B. **Communications Center JPA** – (*DC Wagaman*)
Next Meeting: February 8, 2022 at 9:00 AM
- C. **California Fire & Rescue Training JPA** – (*Chief Harms*)
Report Out: January 19, 2022 at 10:00 AM
Next Meeting: February 17, 2022 at 10:00 AM
Location: 3121 Gold Canal Drive
Mather, CA 95670
- D. **Finance and Audit Committee** – (*Director Orzalli*)
Report Out: January 27, 2022 at 5:30 PM
Next Meeting: February 24, 2022 at 5:30 PM
- E. **Policy Committee** – (*Director Goold*)
Next Meeting: February 10, 2022 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS



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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 27, 2022

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

- Next Board Meeting – February 10, 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: TBD

Posted on January 24, 2022

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, January 13, 2022 Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:03 pm by President Saylor. Board members present: Clark, Goold, Orzalli, Saylor, White, and Wood. Board members absent: Jones, Kelly, and Sheetz. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla

President Saylor announced at the beginning of the meeting that Action Item #2 has been removed from the agenda.

PUBLIC COMMENT:

Local 522 Vice President Matt Cole presented during public comment prior to Closed Session on behalf of the membership. He described the uncertain times the fire service is faced with due to the COVID-19 pandemic. The membership has been dedicated, running more calls than ever, coming to work whenever called, and making sure the community is best served by Metro Fire. The fire service will have to make changes as we begin to navigate the new world we live in with COVID-19. He wants to make sure Metro Fire is a place people want to come and work, and tonight the Board has a chance to get back into the existing union contracts. He thanks the Board for their time, and the many viewers who joined virtually tonight.

CONSENT ITEMS

Action: Moved by Wood, seconded by Clark, 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 December 9, 2021.
Action: Approved Action Summary Minutes.
- 2. Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Special Board meeting of January 5, 2022.
Action: Approved Action Summary Minutes.
- 3. Sacramento County Authorized Signature List**
Recommendation: Approve list of employees authorized to sign all fiscal documents for Metro Fire.
Action: Approved the signatory list.

PRESENTATION ITEMS

- 1. Certificate of Achievement Award for Excellence in Financial Reporting**
(Dave O'Toole, Chief Financial Officer)
Recommendation: Receive presentation, no action required.
Action: No action taken.

ACTION ITEMS

1. **Notice of Award Amendment – AFG20 Cardiac Monitor/Defibrillators**
(Erin Castleberry, Administrative Specialist)
Recommendation: Approve the amendment to the FY2020 AFG award and adopt the budget amendment resolutions.
Action: Moved by Clark, seconded by Wood, and carried unanimously by the members present to approve the amendment to FY2020 AFG Award and adopt Resolution Nos. 2022-002 and 2022-003.

2. **Approval of Dissolution Agreement with the California Fire and Rescue Training Authority** (General Counsel Lavra)
Recommendation: Approve the Dissolution Agreement and provide authority to the Fire Chief or his designee to approve the agreement on behalf of Metro Fire as a member of CFRTA.
Action: This item was removed from the agenda.

3. **Industrial Disability Retirement – Engineer Brent W Barsdale**
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer Brent W. Barsdale has suffered job related injuries and is eligible for an Industrial Disability Retirement.
Action: Moved by Wood, seconded by Clark, and carried unanimously by the members present to approve staff's recommendation and adopt Resolution No. 2022-004.

The board recessed to closed session at 6:25 PM.

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) – One (1) matter of Workers Compensation Settlement Authority**
James Novotny and the Sacramento Metropolitan Fire District
Claim #s SMDO -549452; SMDK – 548684; SMRY - 192204 –
Workers Compensation Settlement Authority
Colin Conner of Lenahan, Lee, Slater, Pearse & Majernik, LLP
Action: Moved by White, seconded by Wood, and carried unanimously by members present to give the District's third party negotiator settlement authority.

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.

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

A. Brent W Barsdale and the Sacramento Metropolitan Fire District
Claim # SMDM - 548819 - Industrial Disability Retirement
Ty Bailey, Deputy Chief, Administration

Action: No action taken.

The board reconvened to open session at 7:53 PM.

REPORTS

1. PRESIDENT'S REPORT—(President Saylor)

President Saylor announced on January 19th at 9:00AM at the State Capitol, Room 437 there will be an Oversight Hearing for Ambulance Patient Offload Delays, please attend if you can.

Cap-to-Cap is scheduled in-person for the first time since 2019. This year's conference will be from April 30th through May 4th. Staff members attending will be Chief Harms, DC Bailey, Chief Economic Development Officer Jeff Frye, and Deputy Fire Marshal Fields. Board members scheduled to go in 2020 will be offered to attend this year, those members were President Saylor, Directors Clark, Sheetz, and Wood. For Board Members interested in attending as an alternate let President Saylor and Clerk Penilla know, and if a Board Member cannot attend an alternate will be selected based on previous attendance.

2. FIRE CHIEF'S REPORT—(Fire Chief Harms)

Chief Harms began his report by congratulating all the members who retired at the end of 2021.

Engineer Troy Nogosek - 21 years of service
Firefighter John Carr - 19 years of service
Engineer John Reeves - 21 years of service
Engineer Jeff Sjolín - 21 years of service
Engineer James Beil - 19 years of service
Firefighter Adam Russell - 27 years of service
Captain Shawn Condit - 34 years of service
Engineer Roy Rud - 30 years of service
DC Greg Casentini - 27 years of service

Together, they made up 219 years of service, and made an incredible impact on the organization. Congratulations and we wish them well on future endeavors.

Reassignment

Effective January 1 - Battalion Chief Matt Cole became the new Local 522 Vice President and transitioned to a day assignment.

Effective January 10 – Captain Adam Spiva was selected to fill the Mobile Integrated Health Program Coordinator position.

New Hire

Effective January 3 – Fire Mechanic Brandon Christian

Promotion

Effective January 6 – Captain Erik Paulsen

Effective January 10 – BC Scott Perryman

2021 Paramedic Program Update

All three FF/EMTs successfully completed their paramedic program at ARC. Two FF/EMTs passed the National Registry testing, the other is scheduled for later this month. Once the students have their state paramedic licenses, they can apply for the Sacramento County Accreditation Orientation which is next scheduled for February 7th. Chief Harms will have a full presentation on this program at the next Board Meeting.

On January 12th we sent a video message to members, including an update on staffing and impacts to the District and its members due to COVID, update on TeleStaff, reminder for annual Donated Leave, and many other updates. We will make sure the Board receives a copy of this video as well.

Lastly, Chief Harms thanked CFO O'Toole and the Finance Division for their continued excellent work. He also thanked professional staff and all members who are out on the streets. You are doing a tremendous job caring for people.

OPERATIONS' REPORT – (DC Mitchell)

COVID Update

Deputy Chief Mitchell gave a report on COVID. The recent spike has hit us hard, however our numbers are in alignment with partner agencies. As of tonight there are 97 total members off, 90 are line personnel, with 74 being COVID positive. There are about 30 line members per shift, so it is spread evenly throughout. These are the highest numbers since the start of the pandemic.

To help stop the spread of this very contagious variant we continue to follow CDC, CDPH, SCPH, and SCEMSA direction and protocols, conducting only necessary station activities, utilizing best practices for cleaning and disinfecting all facilities within the District, using decon by foggers when defined benchmarks are reached that indicate a hot spot in the stations

Staffing Update

We are continuing to brown out companies per the Emergency Staffing Plan. Shift Commanders are working with staffers to adapt to every situation, and we have close communication with Labor. We also worked with labor and will be moving up the engineer's exam to February

(currently 22 short). There are plans to meet with Labor on February 2nd to discuss 522's proposal to develop a plan for qualifying firefighters to work as engineers.

Additionally, lateral firefighters from 21-2 are finishing up their ride-along time to be counted as full staffing. Academy 22-1 will begin in late February and will include the 21 SAFER firefighter positions.

Lastly, an update on Telestaff that went down on December 11th, affecting almost all divisions especially, operations, payroll, and human resources. We quickly developed a plan to stand up google docs and has been very successful thus far. We are on a path for getting back with the vendor, current timeline is by the end of the month. The resiliency of our members through this unexpected added challenge is remarkable.

Wall Time Update

Ambulance patient offload time (APOT) is an ongoing system wide issue that we have been dealing with for a number of years. It has been exacerbated by this recent COVID surge. We are working very closely with our partner fire and county agencies.

On January 3, SCEMSA deactivated hospital initiated Emergency Department ambulance diversion for emergency department (ED) over-crowding for a minimum of two weeks. SCEMSA is holding weekly calls on EMS system status and the deactivation of hospital initiated diversion for all interested stakeholders.

Fire Chiefs, Ops Chiefs, and EMS Chiefs continue to work on strategies to improve hospital bed delays, and the following actions have been taken:

- Developed and implanted an ambulance draw down plan County wide last year
- Stopped all ambulance move-ups in County system last year
- Regular meetings with SCEMSA, hospital executives, and Chiefs to update on situation status and collaborative mitigation actions

On 01/07/2022 the 9-1-1 system reached ambulance level 0 due to extended wall times across the county, the following actions were taken:

- SCEMSA Duty Officer contacted
- The same day we placed a resource request for medical cots in area EDs. Sac OES accessed the shelter cache & was able to provide 40 medical cots, 10 to each hospital (UCD, SMC, KHS, MSJ). Metro EMS Chief & SFD EMS Chief contacted Emergency Department Managers to facilitate delivery of the cots and gain buy in for their use in consolidating patients in the ER to get ambulances back into the system
- EMS24 and Battalion Chiefs are being deployed to area EDs to offer assistance getting hospital gurneys moved to the ED and to advocate for patient consolidation
- Metro Fire's PIO engaged with local media outlets to discuss the EMS system impacts of hospital bed delays & educate the public on appropriate use of the ER and 911 system

Additionally, seven area hospitals submitted a request through the MHOAC for paramedics that will deploy to EDs to manage patients on hospital bed delay and act as nurse extenders. The state approved all resource requests, and medics will arrive next week. The county is building

out the medical surge plan and adding a total of 200 in-patient beds at 4 area hospitals. This is expected to be completed next week. Lastly, as President Saylor mentioned on January 19th, reps from all regional fire agencies will be attending a Senate Oversight Hearing on ambulance patient offload delays.

Statistics

Since our last report on December 9, 2021 there have been a total of 10,843 total incidents, which is about 318 calls per day (up nearly 25%). 68% were EMS related incidents, and there were 255 fire incidents, an average of 7.5 calls per day.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (BC Matt Cole, Local 522 Vice President) Vice President Cole began with a moment of silence honoring Firefighter Jonathan Flagler of LA County, who passed away on January 6th after battling a house fire. He is survived by his wife and two children.

VP Cole welcomes the new mechanic Brandon Christian.

Plans for a fourth shift representative to be added for additional support are underway. He is glad the engineer's test has been moved up, and reports there to be 38 people studying to take it. He also thanked DC Mitchell for his Operation Report and appreciates all the times it was mentioned that we are working with labor.

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: January 13, 2022 at 5:30 PM

President Saylor reports out the Executive Committee met earlier this evening and the only change being made was to the Finance and Audit Committee, Director Clark will now be the alternate.

B. Communications Center JPA – (DC Wagaman)

Report Out: January 11, 2022 at 9:00 AM

Deputy Chief Wagaman takes a moment to thank his Metro Fire family and the Board of Directors for their thoughts and prayers during a very difficult time in his life. It is humbling and truly special to be part of such an amazing organization.

DC Wagaman gave a report out from the recent Comms Center meeting, sharing that the new Executive Director will be Deputy Chief Troy Bair from Cosumnes Fire Department, pending the approval of his Board. Also, DC Wagaman will serve as chair, with DC Wilson from Folsom Fire serving as vice chair, for 2022.

Next Meeting: February 8, 2022 at 9:00 AM

- C. **California Fire & Rescue Training JPA – (Chief Harms)**
 Report Out: December 14, 2021 at 10:30 AM
 Chief Harms reports out that trainings through the JPA will continue through April 30th, with the dissolution occurring June 30th. General Council Lavra is working on the dissolution agreement.

 Next Meeting: January 19, 2022 at 10:00 AM
 Location: 3121 Gold Canal Drive
 Mather, CA 95670
- D. **Finance and Audit Committee – (Director Orzalli)**
 Next Meeting: January 27, 2022 at 5:30 PM
- E. **Policy Committee – (Director Goold)**
 Next Meeting: February 10, 2022 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS

Director Wood congratulates Scott Perryman on his promotion to Battalion Chief, the success of the MIH program is thanks to him. He shares the Firefighters’ Burn Institute is looking for volunteers for the Fill-the-Boot taking place from February 3rd through 6th. Lastly, he thanks all members for the work they are doing during these difficult times.

Director White congratulates the retirees and promotees! He is excited for the new union leadership, He wishes a speedy recovery to all members recovering from COVID, and thanks everyone who is working through this pandemic.

Director Clark wishes all retirees well in their retirement. He welcomed Deputy Chief Wagaman back, and thanked everyone for working under such challenging conditions.

Director Saylor congratulated the retirees. She thanked the Public Information Officer for work on the recent news stories, she enjoys having her constituents call and text her when Metro Fire is featured in the news. She thanks all members, and support staff, for their continued work in the horrible pandemic conditions.

ADJOURNMENT

The meeting was adjourned at 8:29 pm.

 Cinthia Saylor, President

 Walt White, Secretary

 Melissa Penilla, Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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DATE: January 27, 2022
TO: Board of Directors
SUBJECT: Emergency Ambulance Surge Protection Agreement

TOPIC

Staff seeks the Board of Directors' approval of an emergency ambulance surge protection agreement.

SUMMARY

In an effort to improve and maintain the number of ambulances available to respond in our 911 system, an emergency ambulance surge protection agreement is needed to provide additional ambulance response capability during times of acute surge in call volume. Sacramento's emergency healthcare delivery system is experiencing unprecedented stress, driven by an Omicron COVID patient surge, higher non-COVID hospital census than at previous times during the pandemic, increasing ED over-crowding, staffing shortages, and significant COVID infections in the EMS and healthcare workforces.

DISCUSSION

The EMS system is experiencing increased call volume and an unprecedented rise in hospital bed delays, with corresponding increases in response times and Unit Hour Utilization (UHU) for our ambulances. In recent weeks we have been activating all of our in-service reserve medics, exhausting additional surge coverage from American Medical Response (AMR), and requested mutual aid resources from local private ambulance companies because all of our surge capacity was engaged on incidents.

Projections from Sacramento County Public Health (SCPH) and Sacramento County Emergency Medical Services Agency (SCEMSA) are that the current surge will continue for several weeks. Prolonged ambulance patient offload times are drastically impacting our ability to keep medic units available in the system. Since January 8, 2022 at 1100 hours, The Sacramento Regional Fire & EMS Communication Center has been operating at Level 2 of the Medic Draw Down Plan (15 medics in the system) and not dispatching medic units to Alpha, Omega or Bravo level or staging calls. Advanced Life Support (ALS) first responder units are dispatched and determine the need for a medic unit after arrival on scene.



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FISCAL IMPACT

There is no fiscal impact for this emergency ambulance surge protection agreement. Ambulance companies that provide surge protection under this agreement will perform cost recovery for their services through their normal billing practices to the patient and/or insurance carrier.

RECOMMENDATION

Staff recommends that the Board of Directors approve the emergency ambulance surge protection agreement.

Submitted by:

Adam Mitchell
Deputy Chief, Operations

Approved by:

Todd Harms
Fire Chief

Agreement for 911 Ambulance Surge Protection

This Agreement for 911 Ambulance Surge Protection Response and Transportation ("Agreement") is made and entered into [INSERT DATE] by and between the Sacramento Metropolitan Fire District ("METRO FIRE") a special district organized and existing pursuant to California Health and Safety Code 13800, et. seq. and [INSERT NAME OF CONTRACTOR] ("CONTRACTOR") hereafter sometimes collectively referred to as the "Parties". This Agreement shall commence on the date set forth below.

RECITALS

WHEREAS, METRO FIRE is a member of the Sacramento Regional Fire/Emergency Medical Services (EMS) Communications Center, a Joint Powers Agency organized to coordinate the dispatch of fire and emergency medical services responses; and

WHEREAS, CONTRACTOR is an ambulance company with Advanced Life Support (ALS) ALS service provider designation from the Sacramento County EMS Agency (SCEMSA) organized and lawfully operating in the State of California; and

WHEREAS, METRO FIRE provides prehospital emergency medical services and has the right to grant to business entities written agreements for the provision of prehospital emergency medical responses within its exclusive operating area pursuant to Health and Safety Code § 1797.201; and

WHEREAS, CONTRACTOR was selected by METRO FIRE to enter into this Agreement following a Request for Qualifications (RFQ) process; and **WHEREAS**, METRO FIRE and CONTRACTOR wish to enter into this Agreement for the CONTRACTOR's provisions of 911 Ambulance Surge Protection Response and Transportation.

NOW, THEREFORE, the Parties agree as follow:

01. TERM

- A. The Initial Term of this Agreement shall commence on [INSERT DATE] and shall continue until either party gives written notice of termination, with or without cause, on sixty (60) days written notice of termination to the other party, unless sooner terminated as provided herein.

02. INDEPENDENT CONTRACTOR

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

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

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents, and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents, and/or employees of METRO FIRE .

The Parties agree that this Agreement is a bona fide business to business contracting relationships defined in California Labor Code 2776.. CONTRACTOR agrees to defend, indemnify, and hold harmless METRO FIRE against any and all claims, actions, demands, or litigation, pursuant to Section 03 (A) below, brought by any person, government agency, group, or entity of any kind which challenges the independent contractor status of CONTRACTOR under any provision of State or Federal law. In the event any order, judgment, administrative decision, or provision of law effects the independent contractor status of CONTRACTOR, METRO FIRE shall have the right to immediately terminate this Agreement. The indemnity provisions set forth in this Agreement shall survive the termination of the Agreement, and shall continue in full force and effect.

03. INDEMNITY

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

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

04. GRATUITIES PROHIBITED

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

No person will offer, give or agree to give any District employee or its representatives any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with a District agreement. No District employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with a District agreement. Contractor will report any attempt by any employee, representative, or consultant of the District to obtain such favors to the Office of the Fire Chief.

05. CONFLICTS OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement or under any State or Federal law. The Parties will identify any such conflict of interest that would prohibit their performance under the terms of the Agreement and immediately provide written notice to the other party.

CONTRACTOR represents and warrants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this agreement, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the District, as determined in the reasonable judgment of the District's Board of Directors. Entering into any agreement resulting from this RFQ does not preclude the successful Contractor from working for others, as long as such work does not constitute a conflict of interest.

CONTRACTOR must make full disclosure of any relationship of any employee of the District who makes recommendations concerning the selection of Contractors or any employee who may allot work to, or request services from, the successful Contractor(s). In addition, each Contractor must reveal any details of company ownership or partnership arrangements of any immediate relative employed by District.

06. EXCLUSIVITY

CONTRACTOR shall not conduct any operations within METRO FIRE's jurisdictional boundaries that are in direct competition with the services provided by METRO FIRE or by CONTRACTOR under the terms and conditions of this Agreement. CONTRACTOR may provide non-emergent ambulance services within METRO FIRE's jurisdictional boundaries.

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

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

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

07. GENERAL REQUIREMENTS

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

- A. CONTRACTOR shall maintain ALS service provider designation with the Sacramento County EMS Agency (SCEMSA) at all times while this Agreement is in effect.
- B. Upon request from METRO FIRE, CONTRACTOR shall provide staffed ALS surge protection ambulance(s) to respond to requests for emergency medical assistance in the 911 system. The number of staffed ambulances that surge into the system will be agreed upon between METRO FIRE and CONTRACTOR at the time of request.
- C. Deployment of CONTRACTOR's ambulance(s) into the 911 system shall be for a minimum of two (2) hours per staffed surge protection ambulance provided by CONTRACTOR. The duration of deployment can be shortened or extended as needed if agreed upon between METRO FIRE and CONTRACTOR.
- D. METRO FIRE may request staffed surge protection ambulances from the CONTRACTOR at any time of day or night, inclusive of weekends and holidays. To accept the request,

CONTRACTOR must be able to provide staffed surge ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request to deploy in the 911 system.

- E. CONTRACTOR's surge ambulance(s) shall be staffed at all times in accordance with Section 10, subpart A, of this Agreement.
- F. If the CONTRACTOR cannot deploy staffed surge protection ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request from METRO FIRE, the request for surge protection ambulances shall be declined by CONTRACTOR. Upon becoming available on radio (AOR) after Metro Fire initiates a request for surge protection, CONTRACTOR's ambulances will be dispatched to 911 calls by Sacramento Regional Fire & EMS Communication Center.
- G. CONTRACTOR must comply with all SCEMSA policies, procedures, and protocols at all times.
- H. CONTRACTOR will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
- I. CONTRACTOR shall designate one person, approved by METRO FIRE, as its official liaison to METRO FIRE who will serve as the primary contact and interface, and whose office shall be in Sacramento County. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communication between agencies and agency liaisons.
- J. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (Federal, State, local), including, but not limited to:
 - 1. Health Insurance Portability & Accountability Act of 1996 (HIPAA);
 - 2. California Health & Safety Code, Division 2.5;
 - 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
 - 4. California Vehicle Code; and
 - 5. SCEMSA policies, procedures, and protocols.
- K. CONTRACTOR shall ensure that ambulance personnel comply with all California State Emergency Medical Services Authority (EMSA) and SCEMSA protocols.
- L. CONTRACTOR shall provide all services in this Agreement without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a material breach of this Agreement and grounds for immediate termination .

M. CONTRACTOR shall ensure that relevant and frequent education and training courses are provided to assist, train, and educate field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the greatest extent possible, education and training shall be built upon observation and findings derived from the Quality Assurance/Continuous Quality Improvement Plan. N. Prior to commencing any activities under this Agreement, METRO FIRE will provide CONTRACTOR with the procedure for CONTRACTOR's staffed surge protection ambulances to activate and deactivate in the 911 system upon request of METRO FIRE.

08. VEHICLES

- A. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the SCEMSA.
- B. Each ambulance must permanently display the name of the CONTRACTOR or display identification or logo on the outside of the vehicle identifying the CONTRACTOR in compliance with State and local statutory or regulatory requirements.
- C. CONTRACTOR shall be responsible for, and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement. Disruption in service due to CONTRACTOR's non-compliance with the maintenance plan will be considered a material breach of this Agreement and grounds for immediate termination. Contractor shall notify METRO FIRE immediately if it is unable to carry out the requirements of this Agreement due to a disruption in service for maintenance or repairs of its ambulances.

During the surge protection activation interval identified above, if an ambulance providing services pursuant to this Agreement is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time, CONTRACTOR shall ensure that METRO FIRE is notified immediately. CONTRACTOR is not required to replace the staffed ambulance unless CONTRACTOR has another available to respond.

09. EQUIPMENT AND SUPPLIES

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

A. Communications

- 1. METRO FIRE shall provide each surge ambulance supplied by CONTRACTOR with two (2) 800MHz Portable Radios. The radios shall be P25 compliant and capable of transmitting on Sacramento County's Motorola LMR system. Radios shall be programmed with the fire zones used by the SRFEC. The setup, programming, and costs of the radio(s) is the responsibility of METRO FIRE.

2. If deemed necessary by METRO FIRE at the time of surge protection request, Metro Fire will supply each CONTRACTOR with additional communication equipment. The setup, programming, and costs of the additional equipment is the responsibility of METRO FIRE.
3. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Agreement so as to fully respond to calls for emergency medical services or any other response or activity required by the terms of the Agreement.
4. CONTRACTOR shall be solely responsible for the cost of replacing any communications equipment provided by METRO FIRE to the CONTRACTOR's surge ambulances that is lost or damaged during the deployment.

B. Medical Equipment & Supplies Inventory

1. CONTRACTOR shall ensure that the medical equipment and supplies inventory of all surge protection ambulances provided under this Agreement comply with SCEMSA protocols, including 2030: Advanced Life Support Inventories. Every ambulance must be equipped and staffed to operate at the ALS level on all emergency and non-emergency calls received under this Agreement at all times.

10. PERSONNEL

A. Staffing

1. CONTRACTOR shall ensure that all surge protection ambulances are staffed at all times with a minimum of one (1) Emergency Medical Technician ("EMT") certified in Sacramento County and one (1) paramedic, or two (2) paramedics whom are licensed and accredited in Sacramento County. All personnel shall be employees of CONTRACTOR.

B. General Employment Policies

1. Employee Wellness & Personnel Assistance Resources - CONTRACTOR shall ensure that all employees have access to a Wellness & Personnel Assistance program and/or resources.
2. Criminal Background Check – CONTRACTOR shall ensure that all employees providing services to METRO FIRE have undergone a background screening. The background screening shall include the following, and any employee or prospective employee failing to meet the criteria of METRO FIRE shall be disqualified from providing services under this Agreement:
 - a. Social Security Number Verification
 - b. Criminal Search (7 years or up to 5 criminal searches)

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

C. Uniforms & Personal Protective Equipment

1. Uniforms - CONTRACTOR employees shall wear uniforms in accordance with CONTRACTOR'S own uniform policies and/or guidelines.
2. Personal Protective Equipment ("PPE") - CONTRACTOR shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel and any local and State required PPE that may be implemented during the term of this Agreement.

3. Costs - CONTRACTOR or their employees shall bear all uniform and PPE related costs including cleaning, maintenance, repair, and replacement.

D. Employee Appearance & Behavior

1. METRO FIRE Policies/Procedures - CONTRACTOR shall ensure that employees adhere to all relevant METRO FIRE policies/procedures regarding appearance and behavior. METRO FIRE will provide CONTRACTOR copies of all relevant policies/procedures before commencement of this Agreement to give CONTRACTOR adequate time for the selection, assignment, and preparation of assigned employees.
2. General Appearance - CONTRACTOR shall ensure that employees at all times look and act in a professional manner to instill confidence in the public, and to preserve the reputation of METRO FIRE and the Fire Service/EMS profession generally.
3. Grooming & Hygiene - CONTRACTOR's employees shall be clean and well-groomed at all times while on-duty, and exercise good personal hygiene habits in accordance with METRO FIRE policies, procedures, and standards.
4. Mental Alertness - CONTRACTOR'S employees shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
5. Conduct - CONTRACTOR's employees shall always act in a safe, professional, and courteous manner.

11. OPERATIONS

While on scene with a METRO FIRE responding unit(s), CONTRACTOR's employees shall work under the direction of the Incident Commander.

12. TIME STANDARDS

This Agreement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. CONTRACTOR's performance will be monitored throughout the term of the Agreement, and such performance shall be in accordance with standards outlined in the Sacramento County Emergency Medical Services Plan.

13. REPORTING AND DOCUMENTATION

The CONTRACTOR shall ensure that each crew is complying with the documentation required by applicable laws and standards set forth in SCEMSA policies.

14. CUSTOMER SERVICE AND RESOLVING COMPLAINTS ABOUT SERVICE

- A. CONTRACTOR shall perform customer satisfaction surveys as part of their customer service outreach program. CONTRACTOR shall notify METRO FIRE in writing of all complaints received while on a response during an ambulance surge protection deployment and the resolution outcome.
- B. Should complaints arise which are directed at level of care or response personnel action or inaction, such complaints shall be addressed within forty-eight (48) hours and reported to the METRO FIRE EMS Division with an explanation of actions taken or course of action or investigation.
- C. All complaints, in writing and verbal, reported to the CONTRACTOR either by a third party or by METRO FIRE relating to ALS ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of the CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and representatives of any external agency that may be making the complaint. A written report regarding the disposition of same shall be provided to METRO FIRE within fourteen (14) days of receipt of the complaint. The report provided to METRO FIRE shall state the name, address, and telephone number of the complainant, unless such disclosure would violate HIPAA compliance; the subject matter of the complaint; the date, time and location of the incident about which the complaint relates; witnesses to the incident; and the names of the employees involved in the incident. The report shall also include recommendations by CONTRACTOR for resolving the complaint or disposition of the complaint if already resolved.
- D. METRO FIRE's on-duty EMS Officer ("EMS24") must be notified immediately whenever a motor vehicle accident involving a CONTRACTOR ambulance providing service under this Agreement has occurred.
- E. Nothing stated herein precludes METRO FIRE from conducting an independent investigation of any complaint.

15. LICENSES AND CERTIFICATES

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

16. COMPLIANCE WITH LAWS

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

- A. CONTRACTOR is required to have a comprehensive plan and policies and procedures to comply with the provisions of the HIPAA and the current rules and regulations enacted by the Department of Health and Human Services. CONTRACTOR is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations shall be reported immediately to METRO FIRE along with CONTRACTOR's action to mitigate the effect of such violations. The three major components of HIPAA include:
1. Standards for Privacy and Individually Identifiable Health Information.
 2. Health Insurance Reform: Security Standards.
 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and any laws of the State of California which prohibit discrimination or harassment in the workplace. CONTRACTOR shall ensure that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran' s status, political affiliation, or any other non-merit factor or classification protected by any Federal or California State Constitutional or statutory law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- C. The Parties shall comply with all applicable Federal, State, and local laws, regulations and ordinances including all provisions of any Federal, State, or local Anti-Kickback statute or regulation. CONTRACTOR shall be fully familiar with any such applicable laws, regulations or ordinances that apply to the services under this Agreement and maintain compliance with those applicable standards at all times.

17. INSURANCE

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

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

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

Automobile Liability

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

Workers' Compensation and Employer's liability

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

Professional liability

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

Additional Insured

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, premises owned, occupied or used by CONTRACTOR, or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to METRO FIRE, its officers, directors, officials, employees, or volunteers.

CONTRACTOR shall provide thirty (30) days written notice of cancellation of any policy of insurance required under this Agreement or any material change(s) of said insurance policies. CONTRACTOR shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof during the life of this Agreement.

The required insurance coverages outlined in this section shall not limit the amount of coverage provided to the CONTRACTOR, but shall be the minimum requirements acceptable to the DISTRICT.

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

CONTRACTOR covenants and agrees that METRO FIRE'S insurance requirements shall not be construed to and in no manner limit or restrict the liability of CONTRACTOR.

- B. All insurance required herein shall be written by insurers admitted to do business in the State of California, and maintaining a Best's rating of no less than A.

- C. Prior to commencing any work under this Agreement, CONTRACTOR shall provide to METRO FIRE Certificates of Insurance which set forth insurance coverages as required under this Agreement, and any endorsements to any insurance policy which identifies METRO FIRE as an additional insured under each policy required by this Agreement. METRO FIRE has the right to demand, and to receive, within a reasonable time period, copies of any insurance policies required under this Agreement.

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

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372

or
purchasing@metrofire.ca.gov

- D. In addition to any other remedies METRO FIRE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, METRO FIRE may, at its sole option:
1. Order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the requirements hereof.
 2. Terminate this Agreement immediately. Exercise of any of the above remedies, however, is an alternative to other remedies METRO FIRE may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR's performance of, or failure to perform, the work covered under this Agreement.

E.

18. COMPENSATION TO CONTRACTOR

- A. CONTRACTOR shall be responsible for all patient and third-party payor billing and shall bill in accordance with all applicable laws and a patient's applicable health plan. CONTRACTOR shall not seek payment from METRO FIRE for the services provided under this Agreement or, if applicable, for providing emergency ambulance services to County prisoners and County-qualified, medically indigent persons.

19. TERMINATION

- A. By Either Party without Cause**

Either party may terminate this Agreement without cause with sixty (60) days' prior written notice to the other party.

C. By METRO FIRE for Cause

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

1. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for thirty (30) days after METRO FIRE has given the CONTRACTOR notice in writing. If the failure cannot be remedied within thirty (30) days, then METRO FIRE, at its discretion, may extend, in writing, the time period, or terminate this Agreement.
2. An assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
3. The appointment of a receiver for the CONTRACTOR; or
4. For reasons including, but not limited to, unethical or criminal activities.

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

D. By Mutual Agreement

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

20. BREACH OR DEFAULT OF AGREEMENT; FACTORS CONSTITUTING CAUSE

- A. CONTRACTOR's failure to perform the covenants, conditions, terms, and/or requirements set forth in this Agreement in the time and manner specified shall constitute a material breach of this Agreement and cause for termination.
- B. It is the intention of METRO FIRE to communicate all issues directly to CONTRACTOR prior to official breach notification so the parties can work to resolve as possible breaches or issues.
- C. In addition to the factors identified in Paragraph A of this Section of the Agreement, conditions or circumstances constituting a material breach by CONTRACTOR, which constitute grounds for termination under Section 22 (D) of this Agreement, may include but are not limited to the following:

1. Failure of CONTRACTOR to operate in a manner which enables METRO FIRE and CONTRACTOR to remain in compliance with the requirements of the SCEMSA ambulance ordinance and related rules and regulations.
2. Willful falsification or unreasonable withholding of data supplied to METRO FIRE or to the Local EMS Agency (LEMSA)during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
4. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
5. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.
6. Failure of CONTRACTOR to maintain all training and continuing education per Sacramento County LEMSA and SCEMSA policies and procedures and State regulations.
7. Failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.
8. Failure or refusal of CONTRACTOR to respond to any request of METRO FIRE, the Fire Chief or designee concerning the operation of the EMS delivery system in METRO FIRE, within forty-eight (48) hours.
9. Direct transfer of ownership or any change in ownership of CONTRACTOR.
10. Disruption of service due to failure to maintain CONTRACTOR's ambulance vehicle maintenance.
11. The lapse of any license, permit, or approval issued to CONTRACTOR necessary to provide the services under this Agreement by a Federal, State or local government.
12. The breach or default by CONTRACTOR of any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
13. The loss by CONTRACTOR of legal capacity to contract.
14. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final

judgment (after exhaustion of any period of appeals) by any court in an amount of one hundred thousand dollars (\$100,000) or more.

15. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated a bankrupt, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
 16. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
 17. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
 18. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from METRO FIRE fails within thirty (30) days from receipt of such notice to have fully cured and corrected such breach or default.
 19. Lapse of insurance required under this Agreement.
 20. An unconsented assignment or delegation as defined herein below.
 21. Failure to manage and resolve citizen complaints to the satisfaction of METRO FIRE or the Fire Chief.
 22. CONTRACTOR shall not utilize any protected health information ("PHI") or reports containing PHI generated as a result of this Agreement for any purpose not expressly authorized by METRO FIRE. Unauthorized disclosure of any PHI shall be considered a material breach .
- D. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by METRO FIRE. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach, and/or a waiver of any other right or entitlement under this Agreement.
- E. Nothing herein shall act as any limitation upon the remedies available to METRO FIRE whether at law or equity, or otherwise, in the event of a material breach or default of this Agreement or termination of the Agreement for Cause.

21. WAIVER

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

22. DISPUTES BETWEEN CONTRACTOR AND METRO FIRE

In the case of material breach of this Agreement either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall propose a date and location for a meeting of the Parties hereto, at which, the Parties shall attempt to resolve such dispute. Parties shall mutually agree upon a date within five (5) days' notice. METRO FIRE shall cause a record to be kept of the proceedings conducted and information presented during such meeting.

23. NO THIRD PARTY RIGHTS

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

24. RETENTION OF RECORDS

CONTRACTOR shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than ten (10) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, CONTRACTOR shall make these records available to authorized representatives of METRO FIRE, the State of California, and the United States Government.

25. LAWS GOVERNING CONSTRUCTION OF TERMS

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

26. INTEGRATION CLAUSE

This writing and CONTRACTOR's response to RFQ 22-01 constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the Parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

27. ASSIGNMENT AND DELEGATION

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of METRO FIRE, which consent may be withheld by METRO FIRE. Any attempted assignment or delegation in derogation of this paragraph shall be void.

28. NOTICES

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

To METRO FIRE:

Sacramento Metropolitan Fire District
Attn: Fire Chief
10545 Armstrong Avenue, Suite 200
Mather, California 95655-4102

To CONTRACTOR:

[Insert CONTRACTOR mailing address]

29. EFFECTIVE DATE AND AUTHORITY

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

This Agreement shall be effective on the date on [INSERT DATE].

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

Sacramento Metropolitan Fire District:	:	
By: _____	By: _____	
Printed Name: _____	Printed Name: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	

2127869.1 8790-022



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: January 27, 2022
TO: Board of Directors
SUBJECT: 0 Watt Avenue, North Highlands (Watt/Myrtle) – Easements
APN: 240-0660-010 and 240-0660-011

BACKGROUND

The County of Sacramento (County) is moving forward with approved plans for the Watt Avenue Complete Street Improvements Project (Project). The project will widen the roadway to accommodate new bike lanes, new separated or attached sidewalk, bus turnouts, and a landscaped median from I-80 to Roseville Road. The Project also includes traffic signal modifications, signal interconnect, ADA improvements and a new rubberized asphalt concrete (AC) overlay. A new concrete path and crosswalk will also be installed to connect Watt Avenue to Orange Grove Avenue.

DISCUSSION

The County desires to acquire an Easement for Public Roadway and Public Utilities, Easement for Public Utilities and Public Facilities, and Easement for Temporary Construction across a portion of real property owned by the Sacramento Metropolitan Fire District (District) located at 0 Watt Avenue, North Highlands, California, 95660 (Property) which is required for the Project. The required Property is approximately a 286-ft portion of the Watt Avenue frontage, totaling approximately 3,375 sf. The County completed a third party appraisal of the County's interest in the Property and has submitted an offer to the District.

Staff has evaluated the County's offer and its impact on the District's operational and financial needs and has determined that it is in the best interest of the District to accept the County's offer and approve the request. Since the Property is vacant, the District does not anticipate any operational impact.

FISCAL IMPACT

The County has offered \$54,000 for its interest in the District's Property.

RECOMMENDATION

Staff recommends that the Board approve the attached Resolution to grant the requested Easement for Public Roadway and Public Utilities, Easement for Public Utilities and Public Facilities, and Easement for Temporary Construction.

Submitted by:


Erin Castleberry
Administrative Specialist


Jeff Frye
Chief Development Officer



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-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

A RESOLUTION GRANTING AN EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, AN EASEMENT FOR PUBLIC UTILITIES AND PUBLIC FACILITIES, AND AN EASEMENT FOR TEMPORARY CONSTRUCTION ACROSS A PORTION OF 0 WATT AVENUE (APN: 240-0660-010 AND 240-0660-011)

WHEREAS, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 719,000 throughout a 359 square mile area; and

WHEREAS, Metro Fire is the owner of property located at 0 Watt Avenue (Property); and

WHEREAS, The County of Sacramento (County) is moving forward with the approved Watt Avenue Complete Street Improvements Project that requires a portion of the Property; and

WHEREAS, the County has requested an Easement for Public Roadway and Public Utilities, Easement for Public Utilities and Public Facilities, and Easement for Temporary Construction across a portion of the Property;

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. Approve the County's easement requests and authorize the Fire Chief or his designee as its Authorized Agent(s) to execute the required approval documents.

PASSED AND APPROVED this 27th day of January, 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

COUNTY OF SACRAMENTO	EXHIBIT
SUMMARY STATEMENT RELATING TO THE PURCHASE OF	8-EX-16 (REV 1/2008)
REAL PROPERTY OR AN INTEREST THEREIN	Page 1 of 2
(Form #)	

The County of Sacramento Department of Transportation (County) is proposing a project to widen Watt Avenue to accommodate new bike lanes, new separated or attached sidewalk, bus turnouts, and a landscaped median from I-80 to Roseville Road. This project will also include traffic signal modifications, signal interconnect, ADA improvements and a new rubberized asphalt concrete (AC) overlay. A new concrete path and crosswalk will also be installed to connect Watt Avenue to Orange Grove Avenue.

Your property located at the West Side of Watt Avenue (approximately 360 feet north of the NW corner of Watt Ave. and Myrtle Ave.) and the North Side of Myrtle Avenue (approximately 250 feet west of the NW corner of Watt Ave. and Myrtle Ave.) in North Highlands, CA 95660 is within the project area, and is also identified by your county assessor as Parcel Nos. 240-0660-010 and 240-0660-011.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The County will offer to purchase any remnant(s) considered by the County to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired is an Easement for Public Roadway and Public Utilities, Easements for Public Utilities and Public Facilities and Temporary Construction Easements. The property being purchased comprises 26± square feet for the Easement of Public Roadway and Public Utilities, 4,019± square feet for the Easements for Public Utilities and Public Facilities, and 1,495± square feet for the Temporary Construction Easements and is described in the enclosed deeds.
4. The market value of the property being purchased is based upon a market value valuation which is included in the attached Appraisal and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the County will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
 - a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the County will not be a party to the contract;
 - b. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN (Cont.)**
(Form #)

EXHIBIT
8-EX-16 (REV 1/2008)
Page 2 of 2

- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County at 3711 Branch Center Road, Sacramento, CA, 95827 within thirty (30) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the County concurrent with submission of the Claim for Reimbursement of Appraisal Costs under Code of Civil Procedures Section 1263.025. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the County's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

ADA Notice For individuals with disabilities, this document is available in alternate formats. For information please contact the Relocation Assistance Program Officer at 916-876-6200.

ESCROW INSTRUCTIONS TO:

Fidelity National Title Company
8525 Madison Avenue, Suite 110
Fair Oaks, CA 95628

Date Escrow No: 01004867-010-PA-WM Preliminary Report Date: February 8, 2021

Project: Watt Ave. Complete Street Improvements

Parcel No: 240-0660-010 & -011 Property Address: 0 Watt Avenue, North Highlands, CA 95660

Owner: Sacramento Metropolitan Fire District, a fire protection district

YOU ARE HANDED HEREWITH:

1. Demand of Grantor: \$54,000.00
2. Grant Deed (or Easement Deed), which you are authorized to deliver or record when you can issue a standard form CLTA title insurance policy with a liability in the amount of \$54,000.00 on the property as described in document handed you herewith for recording. No charge is to be paid by the County for recording.

TITLE TO BE VESTED IN: County of Sacramento, a political subdivision of the State of California, Please provide a title policy SUBJECT TO the exceptions as shown in the above cited Preliminary Report, Item(s) No. 7-12, 14-18 and DELETING Item(s) No. 1-5 13.

YOU ARE REQUESTED TO CLOSE THIS ESCROW AS SOON AS POSSIBLE. If you are unable to close within 30 days please advise the parties hereto.

YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:

		SELLER	COUNTY
1	Sellers Demand	\$54,000.00	Pay
2	Title Policy		Pay
3	Escrow Fee		Pay

All disbursements are to be made by check of: Fidelity National Title Company.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached documents to the County of Sacramento on receipt of a warrant in the amount of \$54,000.00, net to Seller, subject to any demands of liens or encumbrances. You are also authorized to obtain a consent to easement from any Mortgagee listed in the Preliminary Report as necessary. Please remit remainder to Seller.

Seller:
By:

APPROVED:

Real Estate Division, County of Sacramento
916-876-6200

Email Address:
Address:
Telephone:

ACCEPTED: _____
Fidelity National Title Company
916-646-6018

RED File No.: 20-09-025

OWNER: Sacramento Metro Fire District
APN: 240-0660-010 & 240-0660-011
Project: TD Watt Ave. Complete Streets
Improvements

AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Agreement for Purchase of Real Property, (hereinafter referred to as "Agreement"), is between the County of Sacramento, a political subdivision of the State of California, (hereinafter referred to as "County"), and Sacramento Metropolitan Fire District, a fire protection district, (hereinafter referred to as "Owner").

The parties hereby agree as follows:

1. PROPERTY.

Owner agrees to sell to County and County agrees to purchase from Owner pursuant to the terms and conditions set forth in this Agreement, an Easement for Public Roadway and Public Utilities, an Easement for Public Utilities and Public Facilities, (hereinafter referred to as "Easements") and an Easement for Temporary Construction, (hereinafter referred to as TCE). Legal descriptions of the Easements are attached hereto as Exhibit "A". Plats showing the locations of the Easements and the TCE are attached hereto as Exhibits "B" and "TCE Exhibit", respectively. Owner affirms that it legally owns the property rights to be conveyed by the Easements and the TCE and is empowered to execute said conveyance documents and this Agreement. It is understood that said property rights are necessary for the construction of the Watt Avenue Complete Streets Improvements Project, (hereinafter referred to as "Project").

2. ESCROW.

This transaction shall be handled through Escrow Number 01004867-010-PA-WM, (hereinafter referred to as "Escrow"), with Fidelity National Title Company, (hereinafter known as "Escrow Agent"), at 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, as described in the attached Escrow Instructions, (hereinafter referred to as "Escrow Instructions"), identified as Exhibit "C".

3. DELIVERY OF DOCUMENT/ESCROW.

The conveyance documents for the property rights will be executed in a form supplied by County and delivered by Owner to County for the purpose of placing the documents excepting the TCE into Escrow. County shall not be deemed to have

accepted delivery of the Easements and the TCE until such time as the Easements are recorded in the Official Records of the County of Sacramento, California. County shall pay all costs of escrow and recording fees incurred in this transaction. The TCE shall not be recorded.

4. PURCHASE PRICE AND ESCROW.

County shall place into Escrow the sum of \$54,000.00, (hereinafter referred to as "Purchase Price"), for the Easements and the TCE, which the parties agree includes all improvements, damages, and severance. The escrow agent shall deliver the Purchase Price to Owner when title to the Easements vests in the County free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded), and taxes as indicated on the Escrow Instructions.

5. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Upon demand by any mortgagee under a mortgage or beneficiary under a deed of trust or lien holder with a lien recorded against the Owner's property, made in writing to County prior to the close of Escrow, County may make payable to the mortgagee, beneficiary or lien holder entitled thereunder, an amount not to exceed the Purchase Price under this Agreement. If this section is made applicable by the demand above described then the mortgagee or beneficiary shall, at the close of Escrow, furnish the Owner with good and sufficient receipt showing the monies credited against the indebtedness secured by said mortgage or deed of trust.

6. POSSESSION.

Owner agrees that County and its authorized agents or contractors may enter upon the Owner's land described herein for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of any improvements, prior to the Owner receiving the Purchase Price. Such possession and use of the land by the County may commence after full execution of this Agreement and Escrow being fully funded by County.

Notwithstanding the above, County's right to possession of the TCE area will be during the term defined in the TCE deed.

7. OWNER'S INDEMNIFICATION.

Owner covenants and agrees to indemnify and hold the County harmless from any and all claims that third parties may make or assert with respect to the title to the premises and any improvements.

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT.

Upon completion of the Project, County shall restore, replace or cause to be replaced said TCE area to a condition reasonably similar or like that condition which existed on the date of this Agreement. County agrees to coordinate its construction activities in a way that minimizes interference with Owner's use of its property.

9. RE-CONSTRUCTION OF OWNER'S REMAINDER PROPERTY.

County and its authorized agents and contractors are hereby granted permission to enter onto Owner's remainder property to reconstruct Owner's driveways, walkways, and appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction of the Owner's remainder property shall be borne by County. Owner is responsible for the reconstruction of all landscape areas, including re-grading and replanting any affected lawn and landscaped areas and repair and/or replacement of irrigation systems for which Owner has been compensated.

10. LEASE WARRANTY.

Owner warrants there are no oral or written leases on any portion of the Property exceeding a period of one month, excepting that/those made known to the County as of the date of this Agreement.

11. COUNTY'S USE AND LIABILITY.

County agrees to release Owner from any liability arising from the County exercising its rights under this Agreement. Furthermore, County agrees to assume responsibility for any damages to Owner's property, other than the above mentioned landscaped areas, caused by reason of the County's use of the Easements and TCE under this Agreement and will, at County's option, either repair or pay for such damage.

12. GOVERNING LAW/SEVERABILITY.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. PUBLIC PURPOSE.

Both Owner and County agree that County requires the Easements and TCE, which is not now appropriated to a public use, for the Project and County can acquire the Property through the exercise of the power of eminent domain.

Both Owner and County recognize the expense, time, effort and risk to both Owner and County in failing to resolve a dispute over compensation for the Easements and TCE by eminent domain litigation; and therefore the parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

14. AUTHORITY AND EXECUTION.

This Agreement, which is valid only when executed by County, constitutes the complete understanding and Agreement of the parties hereto and no oral

representation shall in any manner vary the terms hereof or be binding.

15. ENTIRE AGREEMENT.

The performance of this Agreement constitutes the entire consideration for the conveyances from Owner and shall relieve the County of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures. The obligations of the parties hereto shall survive the close of escrow.

16. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

(The Remainder of this page is intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

County

Owner

Sacramento
Metropolitan Fire
District, a fire
protection district

Date: _____

Date _____

By: _____

By: _____

Jeffrey A. Gasaway,
Director
Department of General Services
Reso No: _____
Dated: _____

Printed
Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

RECOMMENDED BY:

Shirley A. Fong
Real Estate Officer II
Real Estate Division
County of Sacramento

ATTACH:
Exhibit "A"
Exhibit "B"
"TCE Exhibit"
Exhibit "C"

Legal Descriptions of the Easements
Plats of the Easements
Plat of the Temporary Construction Easement
Escrow Instructions

EXHIBIT "A"
DESCRIPTION

All that real property situated in the County of Sacramento, State of California, being a portion of Parcel 3 as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County, in Book 116 of Parcel Maps at Page 8, being more particularly described as follows:


Beginning at the intersection of the south line of the easterly portion of said Parcel 3, being common with the north line of Parcel 5 as shown on said Parcel Map, with the west right of way line of Watt Avenue as shown on said Parcel Map; thence along said south line, North 89°29'37" West, 0.61 feet; thence leaving said south line, 59.03 feet along the arc of a non-tangent curve being concave easterly, having a radius of 2052.00 feet, a chord bearing and distance of North 02°33'47" East, 59.03 feet to said west right of way line; thence leaving said curve, non-tangent therefrom, along said west right of way line, South 01°58'36" West, 59.01 feet to the **Point of Beginning**, containing an area of approximately 26 square feet.

See Exhibit "B", plat to accompany this description, attached hereto and made a part hereof.

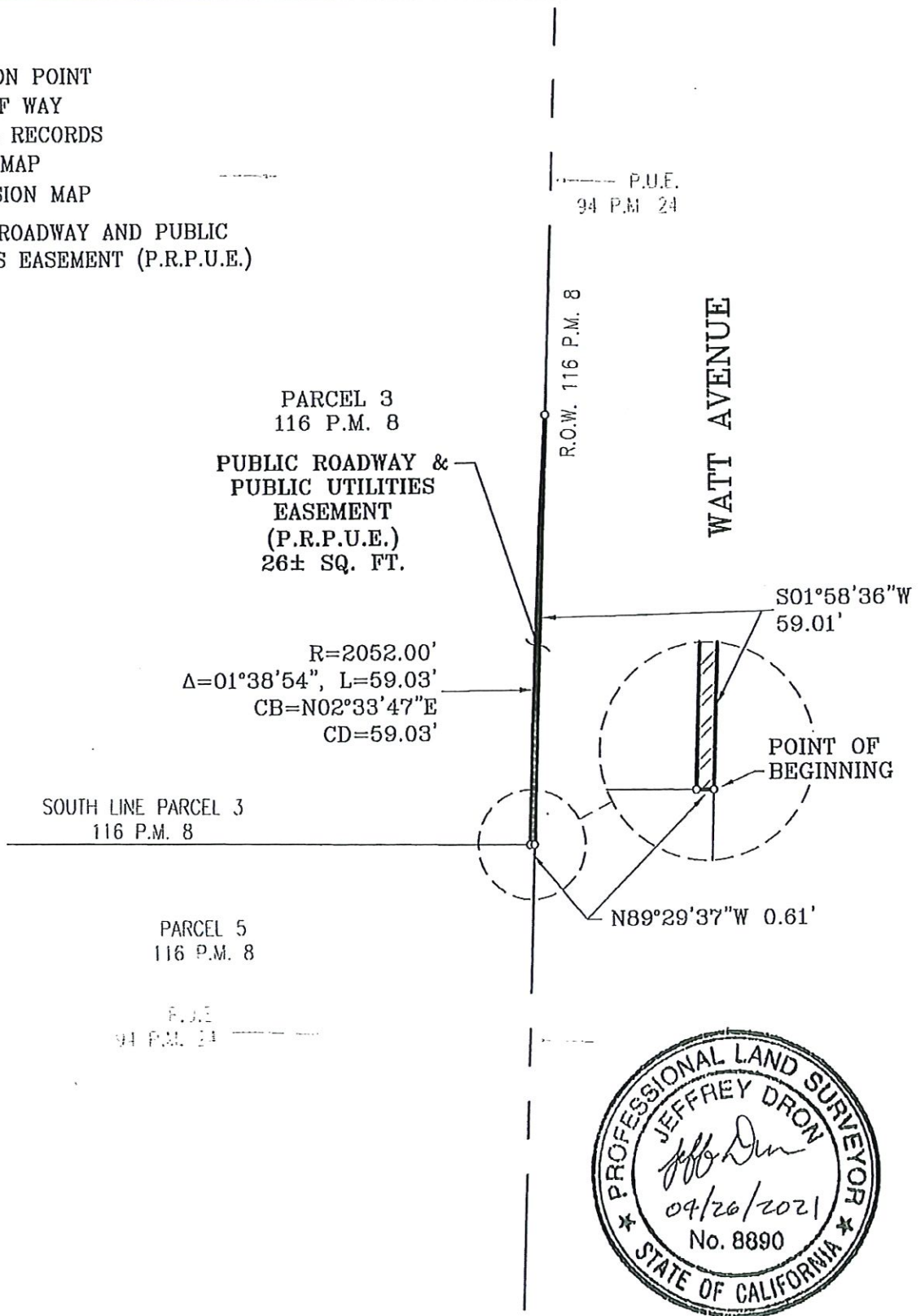
 04/26/2021
Jeffrey M. Dron
State of California Licensed Land Surveyor



LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- B.M. SUBDIVISION MAP
-  PUBLIC ROADWAY AND PUBLIC UTILITIES EASEMENT (P.R.P.U.E.)

SCALE: 1"=20'



COUNTY OF SACRAMENTO
 OFFICE OF DEVELOPMENT & CODE SERVICES
 SURVEY SECTION

EXHIBIT "B"
 A PORTION OF PARCEL 3, 116 P.M. 8
 (A.P.N. 240-0660-010)
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA PAGE 1 OF 1

SCALE: 1"=20' W291 APRIL 2021

EXHIBIT "A"
DESCRIPTION

All that real property situated in the County of Sacramento, State of California, being a portion of Parcel 3 as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County in Book 116 of Parcel Maps at Page 8, being more particularly described as follows:

Commencing at the intersection of the south line of the easterly portion of said Parcel 3, being common with the north line of Parcel 5 as shown on said Parcel Map, with the west right of way line of Watt Avenue as shown on said Parcel Map; thence along the said south line, North 89°29'37" West, 0.61 feet to the **Point of Beginning**; thence leaving said south line, 59.03 feet along the arc of a non-tangent curve being concave easterly, having a radius of 2052.00 feet, a chord bearing and distance of North 02°33'47" East, 59.03 feet to said west right of way line; thence leaving said curve, non-tangent therefrom, along said west right of way line, North 01°58'36" East, 177.06 feet; thence continuing along said west right of way line, North 07°29'08" West, 49.74 feet to the north line of said Parcel 3; thence leaving said west right of way line, along said north line, North 89°18'42" West, 3.50 feet; thence leaving said north line, South 02°34'17" East, 49.70 feet; thence South 04°53'33" West, 121.98 feet; thence 114.16 feet along the arc of a curve being concave easterly, having a radius of 2068.00 feet, a chord bearing and distance of South 03°18'40" West, 114.15 feet to the said south line; thence leaving said curve, non-tangent therefrom, along said south line, South 89°29'37" East, 16.00 feet to the **Point of Beginning**, containing an area of approximately 3,375 square feet.


See Exhibit "B", plat to accompany this description, attached hereto and made a part hereof.

 09/26/2021

Jeffrey M. Dron
State of California Licensed Land Surveyor



LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  PUBLIC UTILITIES AND PUBLIC FACILITIES EASEMENT (P.U.P.F.E.)

PARCEL 4
116 P.M. 8

N89°18'42"W 3.50'
NORTH LINE PARCEL 3, 116 P.M. 8

R.O.W. PER
116 P.M. 8



25' RECIPROCAL
ACCESS EASEMENT
900724 O.P. 0700

P.U.E.
94 P.M. 24

**PUBLIC UTILITIES &
PUBLIC FACILITIES
EASEMENT
(P.U.P.F.E.)
3,375 ± SQ. FT.**

PARCEL 3
116 P.M. 8

R=2068.00' Δ=03°09'47", L=114.16'
CB=S03°18'40"W CD=114.15'

R=2052.00'
Δ=01°38'54", L=59.03'
CB=N02°33'47"E
CD=59.03'

SOUTH LINE PARCEL 3, 116 P.M. 8

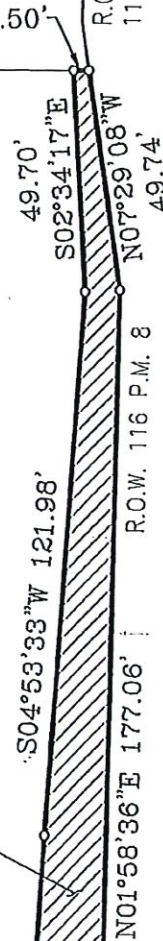
S89°29'37"E 16.00'

PARCEL 5
116 P.M. 8

P.U.E. 94 P.M. 24

POINT OF
BEGINNING
POINT OF
COMMENCEMENT

N89°29'37"W 0.61'



WATT AVENUE

COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION


SCALE: 1"=40' W291 APRIL 2021

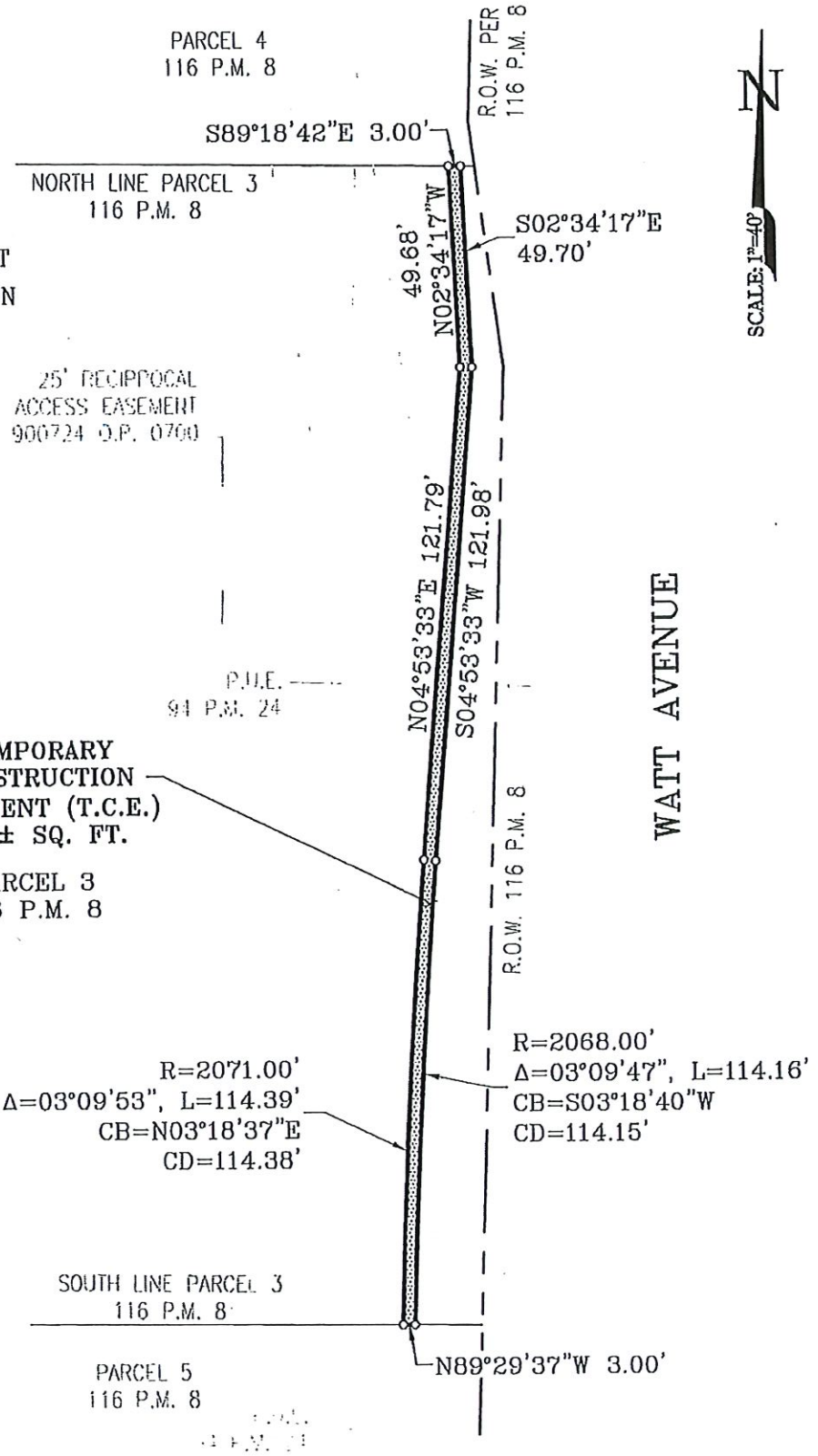
EXHIBIT "B"

A PORTION OF PARCEL 3, 116 P.M. 8
(A.P.N. 240-0660-010)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

PAGE 1 OF 1

LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)



COUNTY OF SACRAMENTO
 OFFICE OF DEVELOPMENT & CODE SERVICES
 SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

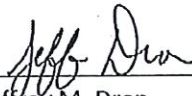
T.C.E. EXHIBIT
 A PORTION OF PARCEL 3, 116 P.M. 8
 (A.P.N. 240-0660-010)
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA PAGE 1 OF 1

EXHIBIT "A"
DESCRIPTION

All that real property situated in the County of Sacramento, State of California, being a portion of Parcel 4 as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County in Book 116 of Parcel Maps at Page 8, being more particularly described as follows:

Beginning at the intersection of the south line of said Parcel 4 with the west right of way line of Watt Avenue as shown on said Parcel Map; thence along said west right of way line, North 07°29'08" West, 11.09 feet; thence continuing along said west right of way line, North 01°58'36" East, 125.00 feet; thence continuing along said west right of way line, North 10°48'11" East, 60.98 feet; thence leaving said west right of way line, South 14°06'57" West, 62.30 feet; thence South 00°18'54" East, 4.92 feet; thence 92.12 feet along the arc of a non-tangent curve being concave westerly, having a radius of 1928.00 feet, a chord bearing and distance of South 01°03'14" West, 92.11 feet; thence leaving said curve, non-tangent therefrom, South 89°41'06" West, 7.01 feet; thence 28.04 feet along the arc of a non-tangent curve being concave westerly, having a radius of 1921.00 feet, a chord bearing and distance of South 02°51'03" West, 28.04 feet; thence leaving said curve, non-tangent therefrom, North 89°41'06" East, 7.00 feet; thence South 02°34'17" East, 10.34 feet to said south line; thence along said south line, South 89°18'42" East, 3.50 feet to the Point of Beginning, containing an area of approximately 644 square feet.


See Exhibit "B", plat to accompany this description, attached hereto and made a part hereof.

 *04/26/2021*

Jeffrey M. Dron
State of California Licensed Land Surveyor

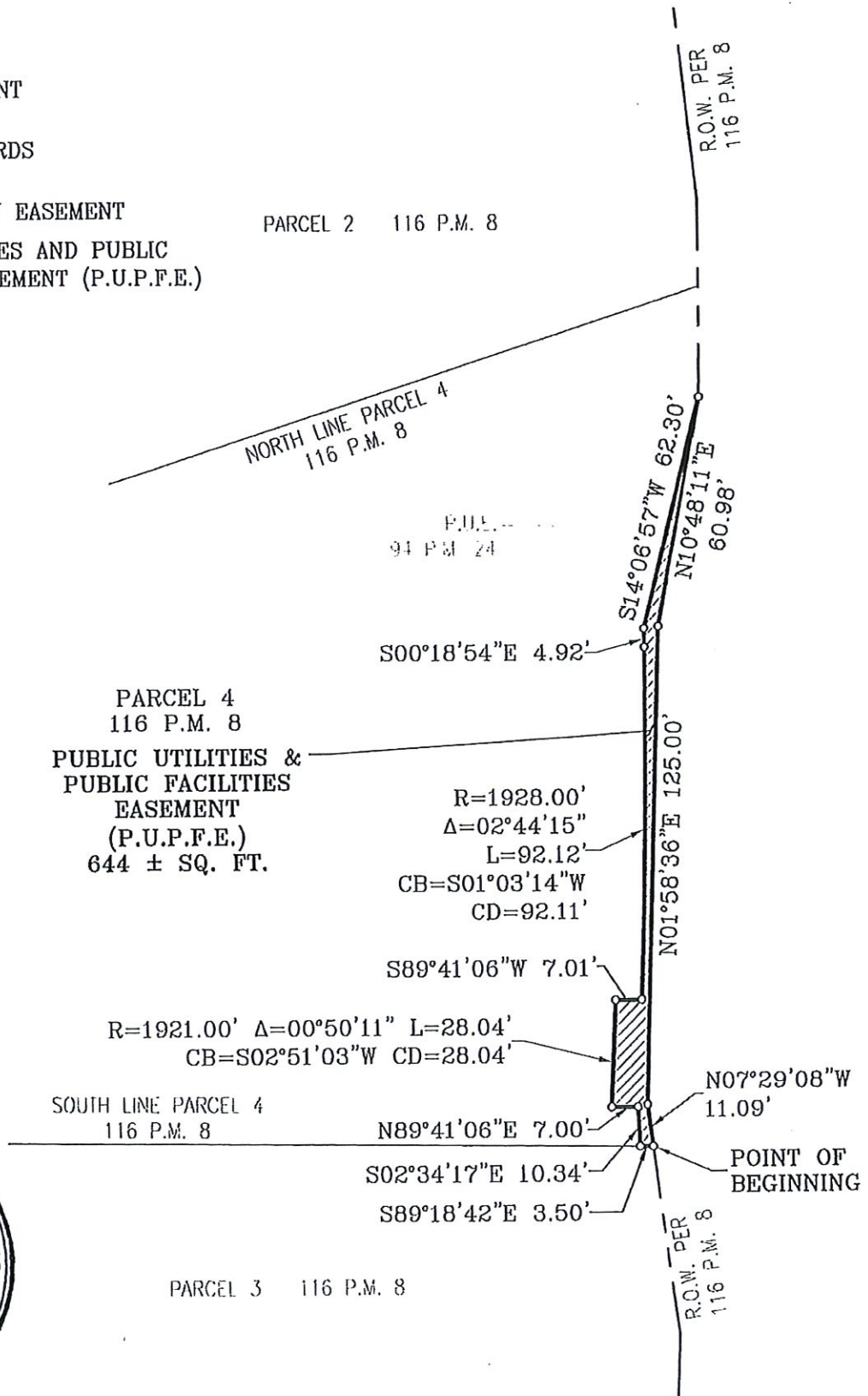


LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  PUBLIC UTILITIES AND PUBLIC FACILITIES EASEMENT (P.U.P.F.E.)

PARCEL 2 116 P.M. 8

SCALE: 1"=40'




COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

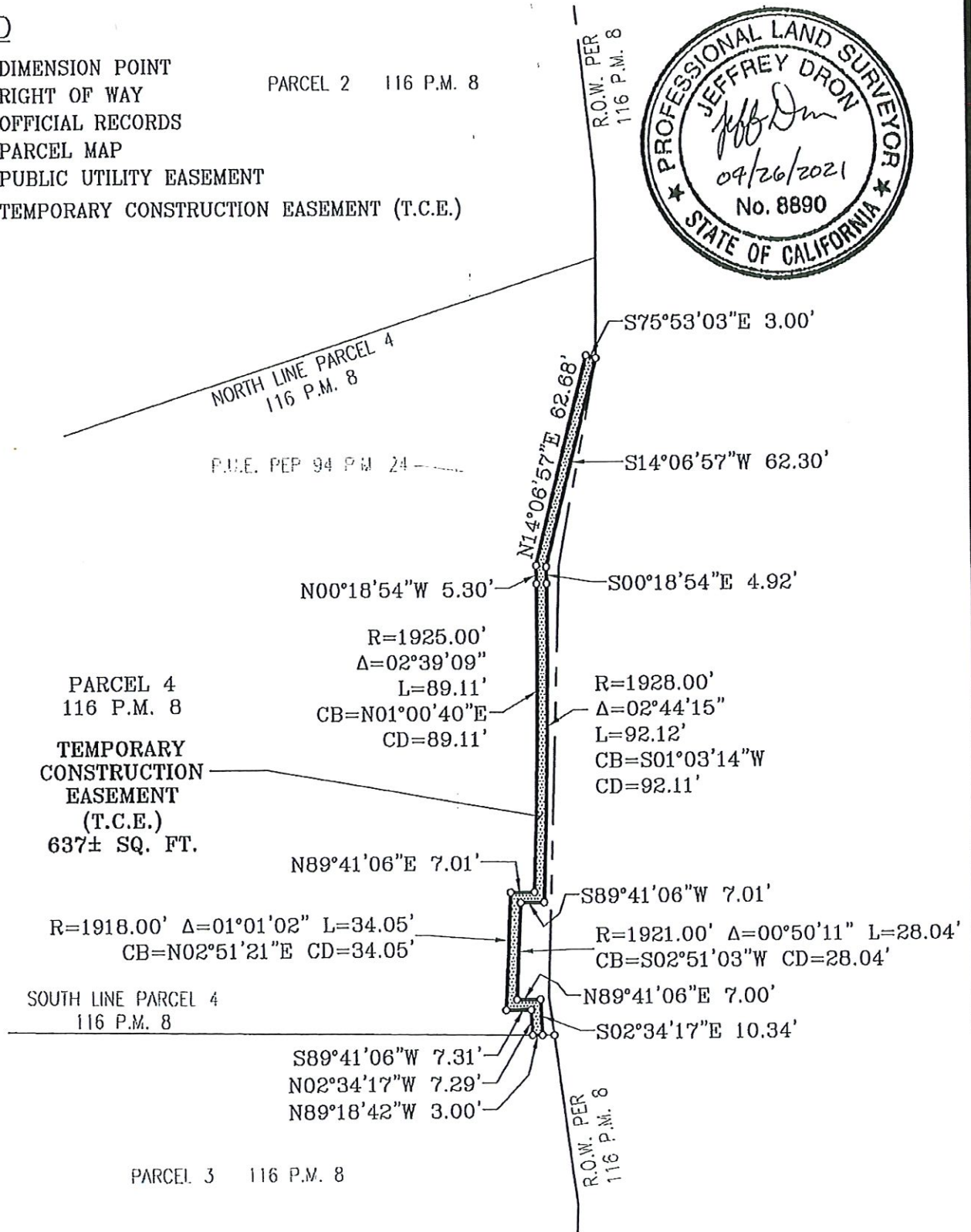
SCALE: 1"=40' W291 APRIL 2021

EXHIBIT "B"
A PORTION OF PARCEL 4, 116 P.M. 8
(A.P.N. 240-0660-011)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

PAGE 1 OF 1

LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)



COUNTY OF SACRAMENTO
 OFFICE OF DEVELOPMENT & CODE SERVICES
 SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

T.C.E. EXHIBIT
 A PORTION OF PARCEL 4, 116 P.M. 8
 (A.P.N. 240-0660-011)
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA

PAGE 1 OF 1

EXHIBIT "C"

ESCROW INSTRUCTIONS TO:

Fidelity National Title Company
8525 Madison Avenue, Suite 110
Fair Oaks, CA 95628

Date Escrow No: 01004867-010-PA-WM Preliminary Report Date: February 8, 2021
Project: Watt Ave. Complete Street Improvements
Parcel No: 240-0660-010 & -011 Property Address: 0 Watt Avenue, North Highlands, CA 95660
Owner: Sacramento Metropolitan Fire District, a fire protection district

YOU ARE HANDED HEREWITH:

- 1. Demand of Grantor: \$54,000.00
2. Grant Deed (or Easement Deed), which you are authorized to deliver or record when you can issue a standard form CLTA title insurance policy with a liability in the amount of \$54,000.00 on the property as described in document handed you herewith for recording. No charge is to be paid by the County for recording.

TITLE TO BE VESTED IN: County of Sacramento, a political subdivision of the State of California, Please provide a title policy SUBJECT TO the exceptions as shown in the above cited Preliminary Report, Item(s) No. 7-12, 14-18 and DELETING Item(s) No. 1-5 13.

YOU ARE REQUESTED TO CLOSE THIS ESCROW AS SOON AS POSSIBLE. If you are unable to close within 30 days please advise the parties hereto.

YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:

Table with 4 columns: Item Number, Description, Seller, and County. Rows include: 1 Sellers Demand \$54,000.00 Pay; 2 Title Policy Pay; 3 Escrow Fee Pay.

All disbursements are to be made by check of: Fidelity National Title Company.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached documents to the County of Sacramento on receipt of a warrant in the amount of \$54,000.00, net to Seller, subject to any demands of liens or encumbrances. You are also authorized to obtain a consent to easement from any Mortgagee listed in the Preliminary Report as necessary. Please remit remainder to Seller.

Seller:
By:

APPROVED:

Real Estate Division, County of Sacramento
916-876-6200

Email Address:
Address:
Telephone:

ACCEPTED:

Fidelity National Title Company
916-646-6018

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept By
Signature/Date:

Print Name & Dept:

APN:

Project Name & Dept:

TD Watt Ave. Complete Streets
Improvements

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

Sacramento Metropolitan Fire District, a fire protection district,

does hereby grant to the County of Sacramento, a political subdivision of the State of California, for the purpose of constructing, reconstructing, repairing and forever maintaining a public roadway and public utilities, together with all necessary appurtenances pertaining thereto, a perpetual easement upon, over, across and under that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

See Exhibit "A" and "B" attached hereto and made a part hereof;

together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

RED File 20-09-025

LOG No. _____

Dated this ____ day of _____, 20____

Sacramento Metropolitan Fire District, a fire protection district

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Supervisors of said County adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of General Services

 Date

EXHIBIT "A"
DESCRIPTION

All that real property situated in the County of Sacramento, State of California, being a portion of Parcel 3 as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County, in Book 116 of Parcel Maps at Page 8, being more particularly described as follows:

Beginning at the intersection of the south line of the easterly portion of said Parcel 3, being common with the north line of Parcel 5 as shown on said Parcel Map, with the west right of way line of Watt Avenue as shown on said Parcel Map; thence along said south line, North $89^{\circ}29'37''$ West, 0.61 feet; thence leaving said south line, 59.03 feet along the arc of a non-tangent curve being concave easterly, having a radius of 2052.00 feet, a chord bearing and distance of North $02^{\circ}33'47''$ East, 59.03 feet to said west right of way line; thence leaving said curve, non-tangent therefrom, along said west right of way line, South $01^{\circ}58'36''$ West, 59.01 feet to the **Point of Beginning**, containing an area of approximately 26 square feet.


See Exhibit "B", plat to accompany this description, attached hereto and made a part hereof.

 09/26/2021

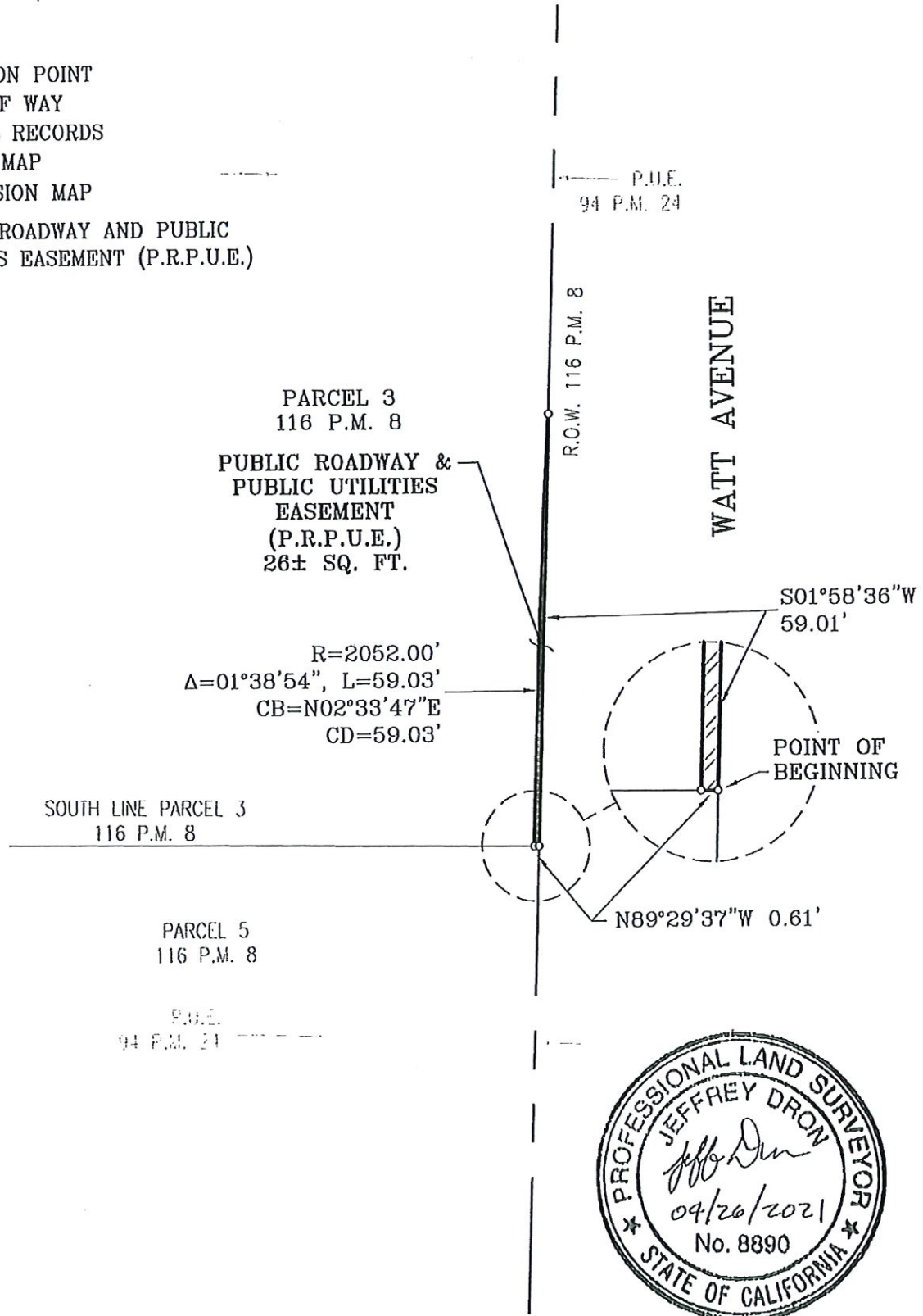
Jeffrey M. Dron
State of California Licensed Land Surveyor



LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- B.M. SUBDIVISION MAP
-  PUBLIC ROADWAY AND PUBLIC UTILITIES EASEMENT (P.R.P.U.E.)

SCALE: 1"=20'



COUNTY OF SACRAMENTO
 OFFICE OF DEVELOPMENT & CODE SERVICES
 SURVEY SECTION

EXHIBIT "B"
 A PORTION OF PARCEL 3, 116 P.M. 8
 (A.P.N. 240-0660-010)
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA

SCALE: 1"=20' W291 APRIL 2021

PAGE 1 OF 1

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept By
Signature/Date:

Print Name & Dept:

APN:

Project Name & Dept:

240-0660-010 & 240-0660-011

TD Watt Ave. Complete Street
Improvements

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR PUBLIC UTILITIES AND PUBLIC FACILITIES

Sacramento Metropolitan Fire District, a fire protection district,

does hereby grant to the County of Sacramento, a political subdivision of the State of California, (hereinafter referred to as "County"), an Easement for Public Utilities including but not limited to water, sewer, gas and drainage pipes, poles, overhead lines, telephone, cable TV, underground power and other appurtenances as County may deem necessary, an Easement for Landscaping for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by the County, an Easement for Sidewalk for the installation and maintenance of a sidewalk or walkway, together with any appurtenances pertaining thereto, an Easement for Traffic Signal Facilities, together with any appurtenances pertaining thereto and an Easement for Street Lighting Facilities, including foundations, standards, conduit and any and all appurtenances pertaining thereto, together with the right to construct, reconstruct, operate and maintain all of the aforementioned, over, across, through and under that certain property in the County of Sacramento, State of California, described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof;

Together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

RED File No. 20-09-025

LOG No. _____

M:\Real Estate\Templates\RES Acquisitions\EASEMENT DEEDS\Easement for Public Utilities and Public Facilities.dot 11212008 sgp

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20____

Sacramento Metropolitan Fire District, a fire protection district

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED

- GENERAL

- ATTORNEY-IN-FACT

- TRUSTEE(S)

- GUARDIAN/CONSERVATOR

- OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Supervisors of said County adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of General Services

 Date

EXHIBIT "A"
DESCRIPTION

All that real property situated in the County of Sacramento, State of California, being a portion of Parcel 3 as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County in Book 116 of Parcel Maps at Page 8, being more particularly described as follows:


Commencing at the intersection of the south line of the easterly portion of said Parcel 3, being common with the north line of Parcel 5 as shown on said Parcel Map, with the west right of way line of Watt Avenue as shown on said Parcel Map; thence along the said south line, North 89°29'37" West, 0.61 feet to the Point of Beginning; thence leaving said south line, 59.03 feet along the arc of a non-tangent curve being concave easterly, having a radius of 2052.00 feet, a chord bearing and distance of North 02°33'47" East, 59.03 feet to said west right of way line; thence leaving said curve, non-tangent therefrom, along said west right of way line, North 01°58'36" East, 177.06 feet; thence continuing along said west right of way line, North 07°29'08" West, 49.74 feet to the north line of said Parcel 3; thence leaving said west right of way line, along said north line, North 89°18'42" West, 3.50 feet; thence leaving said north line, South 02°34'17" East, 49.70 feet; thence South 04°53'33" West, 121.98 feet; thence 114.16 feet along the arc of a curve being concave easterly, having a radius of 2068.00 feet, a chord bearing and distance of South 03°18'40" West, 114.15 feet to the said south line; thence leaving said curve, non-tangent therefrom, along said south line, South 89°29'37" East, 16.00 feet to the Point of Beginning, containing an area of approximately 3,375 square feet.

See Exhibit "B", plat to accompany this description, attached hereto and made a part hereof.

 09/26/2021
Jeffrey M. Dron
State of California Licensed Land Surveyor



LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  PUBLIC UTILITIES AND PUBLIC FACILITIES EASEMENT (P.U.P.F.E.)

PARCEL 4
116 P.M. 8

N89°18'42"W 3.50'

R.O.W. PER
116 P.M. 8



25' RECIPROCAL
ACCESS EASEMENT
900724 O.P. 0700

P.U.E.
94 P.M. 24

**PUBLIC UTILITIES &
PUBLIC FACILITIES
EASEMENT
(P.U.P.F.E.)
3,375 ± SQ. FT.**

PARCEL 3
116 P.M. 8

R=2068.00' Δ=03°09'47", L=114.16'
CB=S03°18'40"W CD=114.15'

R=2052.00'
Δ=01°38'54", L=59.03'
CB=N02°33'47"E
CD=59.03'

SOUTH LINE PARCEL 3, 116 P.M. 8

PARCEL 5
116 P.M. 8

S89°29'37"E 16.00'

POINT OF
BEGINNING
POINT OF
COMMENCEMENT

N89°29'37"W 0.61'

WATT AVENUE

49.70'
S02°34'17"E
N07°29'08"W
49.74'
S04°53'33"W 121.98'
R.O.W. 116 P.M. 8
N01°58'36"E 177.06'


COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

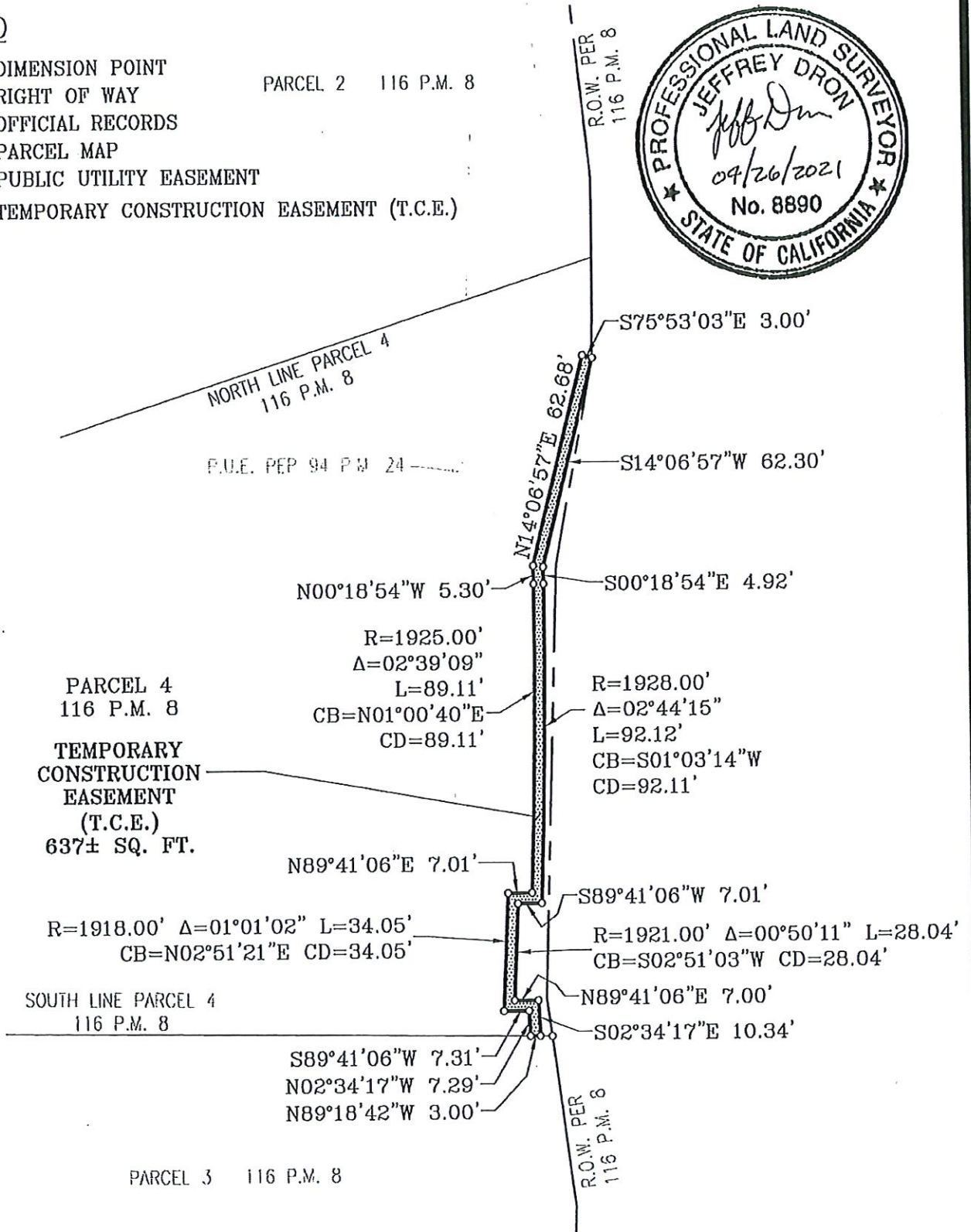
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A PORTION OF PARCEL 3, 116 P.M. 8
(A.P.N. 240-0660-010)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

PAGE 1 OF 1

LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
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- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

PARCEL 2 116 P.M. 8



COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

T.C.E. EXHIBIT
A PORTION OF PARCEL 4, 116 P.M. 8
(A.P.N. 240-0660-011)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA PAGE 1 OF 1

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922
Okay to Accept by

Signature & Date: _____

Print Name & Dept: _____

APN: 240-0660-010 & 240-0660-011

Project Name & Dept: TD Watt Ave. Complete Street
Improvements

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR TEMPORARY CONSTRUCTION

Sacramento Metropolitan Fire District, a fire protection district,

(hereinafter referred to as "Owner") does hereby grant to the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as "County"), an Easement for Temporary Construction (hereinafter referred to as "TCE") for purposes of performing activities related to and incidental to the construction of the Watt Avenue Complete Streets Project, (hereinafter referred to as "Project"), and other Project-related purposes upon, over and across that certain real property in the County of Sacramento, State of California, described as follows:

See "TCE Exhibit" attached hereto and made a part hereof;

Possession and use of the TCE area by the County may commence on execution of the agreement by the County (Commencement Date). This TCE shall expire Thirty-Six (36) Months after the Commencement Date or completion of Project related construction activities on Owner's property, whichever occurs first.

RED File No. 20-09-025

M:\Real Estate\Templates\RES Acquisitions\EASEMENT DEEDS\ 2019 Easement for Temporary Construction_05232019 DM

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

Sacramento Metropolitan Fire District, a fire protection district

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ date before me, _____ name of notary officer, notary public,

personally appeared _____ name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____


CERTIFICATE OF ACCEPTANCE

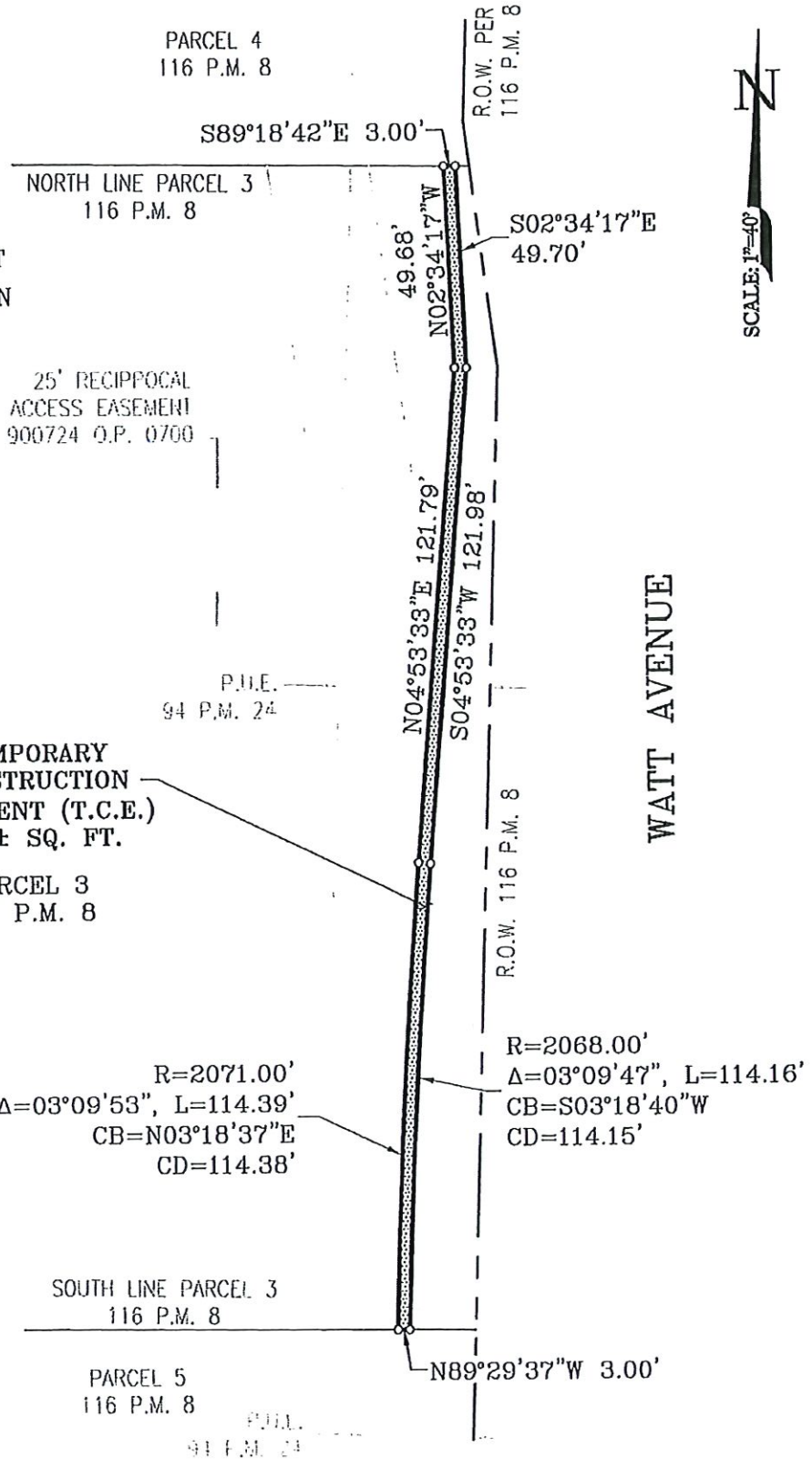
This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Supervisors of said County adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Director of General Services

Date

LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
- O.R. OFFICIAL RECORDS
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)




COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

T.C.E. EXHIBIT
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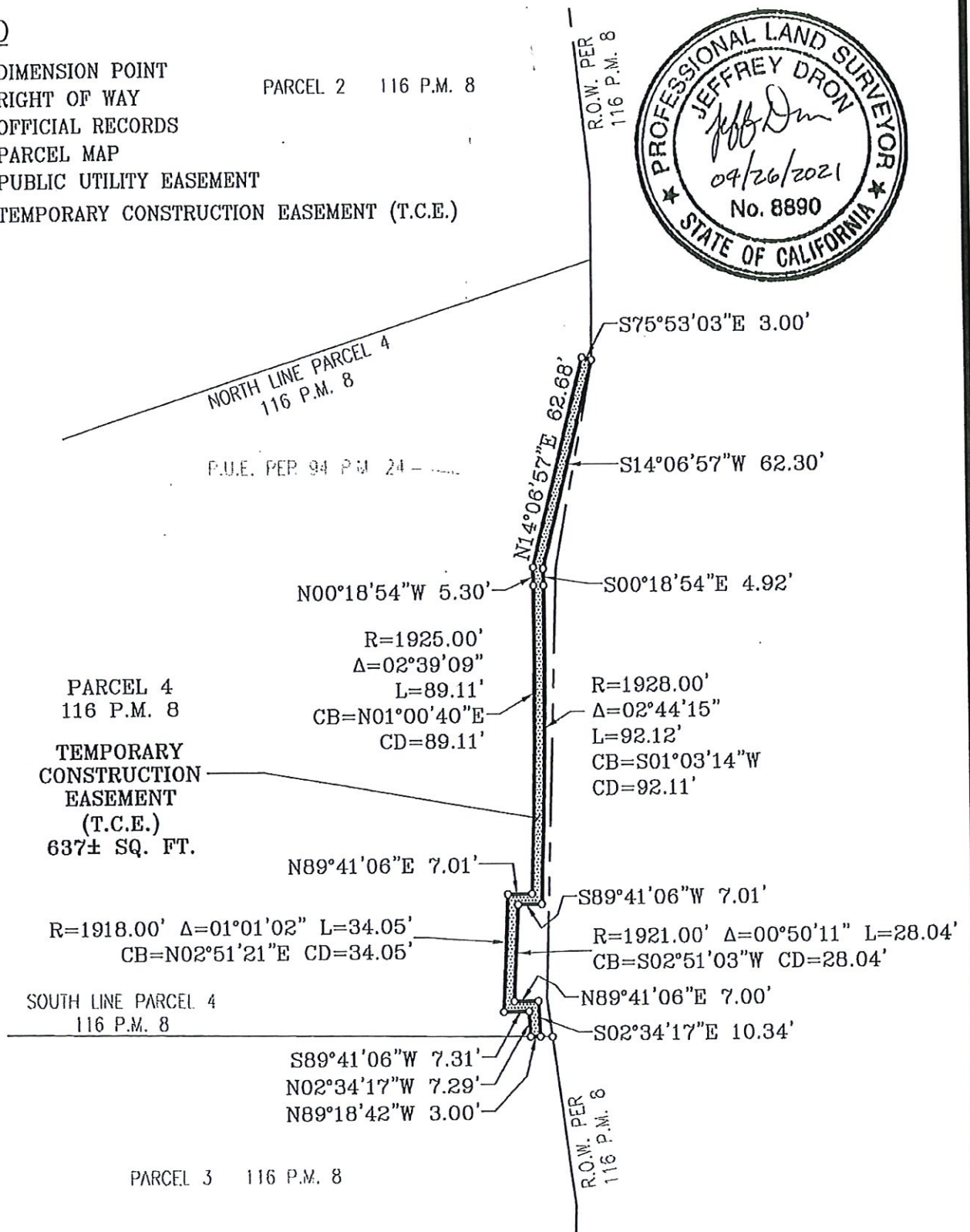
PAGE 1 OF 1

LEGEND

- DIMENSION POINT
- R.O.W. RIGHT OF WAY
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SCALE: 1"=40'



COUNTY OF SACRAMENTO
OFFICE OF DEVELOPMENT & CODE SERVICES
SURVEY SECTION

SCALE: 1"=40' W291 APRIL 2021

T.C.E. EXHIBIT
A PORTION OF PARCEL 4, 116 P.M. 8
(A.P.N. 240-0660-011)
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA PAGE 1 OF 1



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: January 27, 2022
TO: Board of Directors
SUBJECT: Surplus Vehicle Designation

TOPIC

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

DISCUSSION

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

<u>Dist. I.D. #</u>	<u>Vehicle Description</u>	<u>Mileage</u>	<u>Condition</u>
24265	2005 Sutphen Truck	101891	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 vehicle listed as surplus. Once approved, steps will be taken to sell or donate the vehicle as deemed appropriate by the Fire Chief.

Submitted by:

Shea Pursell
Fleet Manager

Approved by:

Tyler Wagaman
Deputy Chief, Support Services



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 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:

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL METHOD		
3673	03/01/04	\$ 782,331	2005 SUTPHEN TRUCK	1S9A3JLE351003038	DONATION OR AUCTION WITHIN 30 DAYS	\$ 30,000	24265

PASSED AND APPROVED this 27th day of January, 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

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

TODD HARMS
Fire Chief

DATE: January 27, 2022
TO: Board of Directors
SUBJECT: Notice of Award – Stryker (AFG20 Automated Chest Compression Devices)

BACKGROUND

On September 23, 2021, the Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2020 Assistance to Firefighters Grant (AFG) award in the amount of \$3,299,995 for the replacement of 90 cardiac monitor/defibrillators that are obsolete and beyond their useful and serviceable life. Subsequently, the District received approval of an award amendment to add the replacement of 12 automatic chest compression devices to the award's scope of work. This amendment was made possible through cost savings realized on the purchase of the cardiac monitor/defibrillators.

DISCUSSION

In an effort to maximize cost savings, the District intends to utilize a master cooperative purchasing agreement administered by the Savvik Buying Group through a host public agency. The Savvik Buying Group is a non-profit organization that serves the public safety sector by contracting for public safety equipment, supplies, and services through a full and fair competitive bidding or quotation process, ensuring the best pricing on quality products and services. As a member of the Savvik Buying Group, the District is able to utilize contracts that have been competitively bid through this process and obtain the contracted pricing discounts. Utilizing these types of contracts saves the District time and money, while still meeting all competitive bidding requirements.

On August 19, 2021, host public agency Eagle County Health Service District issued a Request for Bid (RFB) for Resuscitation Devices (PSAI RFB #2021-06) and received responses from four vendors for automatic chest compression devices. A public bid opening was conducted and an evaluation was completed of all responses. The bid was awarded to all four vendors and competitive pricing is available to members of the Savvik Buying Group for all four products.

The District currently deploys Stryker's LUCAS 2 Chest Compression System and the EMS Division has identified Stryker's LUCAS 3 Chest Compression System as its desired replacement unit, of the four products available. The choice to stay with Stryker's LUCAS unit is based on identified cost savings and operational efficiencies. District personnel are already trained on the proper use and care of Stryker's LUCAS unit, which will save in training time and result in faster deployment of the new units. Stryker also offers a trade-in credit for existing units, further reducing the cost per unit. Additionally, the District already has an existing inventory of peripheral supplies and accessories that are compatible with the desired unit, saving the District the cost of replacing that inventory of supplies.

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FISCAL IMPACT

The total cost for the automatic chest compression device replacement project is \$177,131, which is included in the recently amended Fiscal Year 2021/22 Final Budget.

RECOMMENDATION

Staff recommends the Board approve the purchase of 12 LUCAS 3 Chest Compression Systems from Stryker, by utilizing a master cooperative purchasing agreement (RFB #2021-06) administered by the Savvik Buy ng Group.

Submitted by:



Mark Jones
Purchasing Manager



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 27, 2022

Presentation Item #1:

Community Risk Assessment (CRA) & Community Risk Reduction Plan (CRP)

(Deputy Fire Marshal Fields and FACETS Consulting)
Recommendation: Receive presentation. No action required.

Large Document: 471 Pages

<https://drive.google.com/file/d/16tR4H9Lu7d1dk0pOdyQ0FuHAGJ - cVaH/view?usp=sharing>



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: January 27, 2022
TO: Board of Directors
SUBJECT: Multiple Award Schedule for Legal Services Extension

TOPIC

Staff seeks Board approval to extend the Multiple Award Schedule for Legal Services for two additional years; therefore, extending the award through February 22, 2024.

SUMMARY

On October 27, 2016 the Board of Directors adopted Resolution 2016-082, authorizing the extension of the multiple award schedule for legal services that was originally established on February 23, 2012. The establishment of the multiple award schedule was by staff recommendation as a result of the June 2011 Request for Statement of Qualifications (SOQ) process.

The following firms are currently on the Multiple Award Schedule:

Longyear, O'Dea & Lavra, LLP
3620 American River Drive #230
Sacramento, CA 95864-5923

Kronick Moskovitz Tiedemann & Girard
1331 Garden Highway, Second Floor
Sacramento, CA 95833

Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Van Dermyden Makus
2520 Venture Oaks Way, Suite 450
Sacramento, CA 95833-4228

Miller & Owen
428 J Street, Suite 400
Sacramento, CA 95814

Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3051

Liebert Cassidy Whitmore
135 Main Street, 7th Floor
San Francisco, CA 94105

Atkinson, Andelson, Loya, Ruud & Romo
2151 River Plaza Drive, Suite 300
Sacramento, CA 95833

As a result of the Request for Statement of Qualifications process, the following firm was selected as the District's General Counsel:

Longyear, O'Dea & Lavra, LLP
3620 American River Drive #230
Sacramento, CA 95864-5923

It should be noted that Longyear & Lavra, LLP changed firm name to remove Attorney O'Dea, as he is now retired. Additionally, the Miller & Owen Firm has merged with another firm under a new name. Miller & Owen, nor the newly merged firm, has not been used for several years, and is therefore being removed from the list of current firms. These changes are reflected on the resolution currently presented for approval.

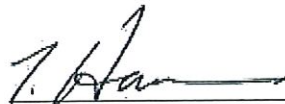
FISCAL IMPACT

Staff anticipates significant cost savings and continued administrative efficiency by extending the Multiple Award Schedule for legal services.

RECOMMENDATION

Staff respectfully recommends the Board adopt the attached Resolution.

Submitted by:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

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

**A RESOLUTION AUTHORIZING THE EXTENSION OF A MULTIPLE AWARD
SCHEDULE FOR LEGAL SERVICES**

WHEREAS, the Sacramento Metropolitan Fire District ("District") adopted Resolution 2012-50 on February 23, 2012 establishing the multiple award schedule for legal services; and

WHEREAS, the District adopted Resolution 2016-82 on October 27, 2016 extending the multiple award schedule for legal services; and

WHEREAS, the District has ongoing needs for legal services; and

WHEREAS, the District has various practice areas which may require differing expertise; and

WHEREAS, the District is committed to procuring goods and services in an open, equitable, and transparent manner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Extends the Multiple Award Schedule (MAS) for Legal Services for two (2) additional years; therefore, extending the award through February 22, 2024.
2. As a result of the Request for Statement of Qualifications process (SOQ) concluded on June 20, 2011, the District selected the following firms for the Multiple Award Schedule:

Longyear & Lavra, LLP
3620 American River Drive #230
Sacramento, CA 95864-5923

Kronick Moskovitz Tiedemann & Girard
1331 Garden Highway, Second Floor
Sacramento, CA 95833

Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Van Dermyden Makus
2520 Venture Oaks Way, Suite 450
Sacramento, CA 95833-4228

Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3051

Liebert Cassidy Whitmore
135 Main Street, 7th Floor
San Francisco, CA 94105

Atkinson, Andelson, Loya, Ruud & Romo
2151 River Plaza Drive, Suite 300
Sacramento, CA 95833

- 3. As a result of the Request for Statement of Qualifications process (SOQ) concluded on June 20, 2011, the District selected the following firm as the District's General Counsel:

Longyear & Lavra, LLP
3620 American River Drive #230
Sacramento, CA 95864-5923

PASSED AND APPROVED this 27th day of January 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

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 JANUARY 27, 2022 - FEBRUARY 25, 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) February 25, 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 27th day of January 2022, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested By:

Clerk of the Board