



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, June 11, 2020 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 963 3833 5701 #

Password: 875411 #

Jennifer Sheetz
Board President
Division 5

Matt Kelly
Board Vice President
Division 7

Cynthia Saylor
Board Secretary
Division 1

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Gay Jones
Board Member
Division 8

Walt White
Board Member
Division 9

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

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. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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. To facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above. **If you prefer viewing the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Note: The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth above, except that 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.

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 11, 2020

CALL TO ORDER

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Saturday, June 13th at 2:00 pm and Monday, June 15th at 6:00 pm on Channel 14; Webcast at www.sacmetro cable.tv.

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

Page No.

- | | | |
|----|--|----|
| 1. | Action Summary Minutes
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of May 28, 2020. | 6 |
| 2. | Professional Services Agreement – ALS Ambulance Services (RFP 19-15) - American Medical Response (AMR)
Recommendation: Approve the attached agreement for ALS Ambulance Services and authorize the Fire Chief to execute the agreement. | 11 |
| 3. | Special Services Agreement – Integrated Communications Strategies, LLC
Recommendation: Authorize the Fire Chief to approve a one-year agreement with Integrated Communications Strategies, LLC for professional consulting services. | 30 |
| 4. | Special Services Agreement – General EMS Consulting with AP Triton, LLC
Recommendation: Authorize the Fire Chief to approve a one-year agreement AP Triton, LLC for professional consulting services. | 35 |
| 5. | Disclosure of Material Expenditure – Insurance Brokerage Services – USI Insurance Services
Recommendation: Authorize payment of \$40,000 to USI Insurance Services for brokerage services. | 46 |



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 11, 2020

6. **Disclosure of Material Expenditure – Fiduciary Liability Insurance – RLI Insurance Company** 48
Recommendation: Authorize payment of \$15,957 to RLI Insurance for fiduciary liability insurance.
7. **Amendment to Professional Services Agreement – Security Services** 50
Recommendation: Approve the amendment to the agreement between the District and Lyons Security Services, Inc. and authorize the Fire Chief to execute the amendment.
8. **Amendment to Extend Current Radio System Licensing Agreement** 52
Recommendation: Approve the amendment to extend the current Sacramento Regional Radio Communications System agreement and authorize the Fire Chief to approve the amendment

ACTION ITEMS

1. **Fiscal Year 2020/21 Preliminary Budget (CFO Thomas)** 54
**FCF Separate Attachment
 - A. Resolution – 2020/21 Preliminary Budget for the General Operating Fund 212A 55
 - B. Resolution – 2020/21 Preliminary Budget for the Capital Facilities Fund 212D 57
 - C. Resolution – 2020/21 Preliminary Budget for the Grants Fund 212G 59
 - D. Resolution – 2020/21 Preliminary Budget for the Development Impact Fees Fund 212I 61
 - E. Resolution – 2020/21 Preliminary Budget for the Leased Properties Fund 212L 63
 - F. Resolution – 2020/21 Preliminary Budget for the IGT Fund 212M 65
 - G. Resolution – Adopting a Pay Schedule for Employees 67

Recommendation: Receive Presentation/Adopt FY 2020/21 Budget Resolutions.

2. **Disclosure of Material Expenditure – Commercial Insurance – Special District Risk Management Authority** 68
(Brad Svennungsen, Senior Vice President, of USI Insurance Services)
Recommendation: Receive Presentation and authorize payment of \$1,674,438.82 to Special District Risk Management Authority.
3. **Disclosure of Material Expenditure – Excess Workers' Compensation Insurance – Safety National Casualty Corporation** 70
(Brad Svennungsen, Senior Vice President, of USI Insurance Services)
Recommendation: Receive Presentation and authorize payment of \$423,005.00 to Safety National Casualty Corporation.



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 11, 2020

REPORTS

1. **PRESIDENT'S REPORT**—(*President Sheetz*)
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)
OPERATIONS' REPORT – (*Deputy Chief Bridge*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
4. **COMMITTEE AND DELEGATE REPORTS**
All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.
 - A. **Executive Committee** – (*President Sheetz*)
Next Meeting: TBD
 - B. **Communications Center JPA** – (*DC Shannon*)
Report Out: June 9, 2020 at 9:00 AM
Next Meeting: June 23, 2020 at 9:00 AM
 - C. **California Fire & Rescue Training JPA** – (*DC Shannon*)
Next Meeting: June 18, 2020 at 4:00 PM
 - D. **Finance and Audit Committee** – (*Director Orzalli*)
Next Meeting: TBD
 - E. **Policy Committee** – (*Director Goad*)
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

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 – June 25, 2020 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



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 11, 2020

Posted on June 8, 2020

Melissa Penilla

Melissa Penilla, Clerk of the Board

* No written report

**  Separate Attachment

DISABILITY INFORMATION:

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



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, May 14, 2020 Held Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:10 pm by President Sheetz. Board members present: Clark, Goold, Jones, Orzalli, Saylor, Sheetz, White, and Wood. Board members absent: Kelly. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

PUBLIC COMMENT: None

CONSENT ITEMS

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

- 1. Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of May 14, 2020.
Action: Approved Action Summary Minutes.
- 2. Medical Aid and Ambulance Transport User Fee Annual Adjustment**
Recommendation: In accordance with Ordinance No. 2017-01, adopt the resolution amending the Ambulance Fee Schedule effective July 1, 2020.
Action: Adopted Resolution No. 2020-022.
- 3. Resolution – Extending Proclamation of a Local Emergency Regarding Novel Coronavirus (COVID-19)**
Recommendation: Adopt a resolution extending the proclamation of a local emergency.
Action: Adopted Resolution No. 2020-023.
- 4. Designation of Authorized Agent with FEMA and Cal OES**
Recommendation: Adopt a resolution designating an authorized agent with FEMA and Cal OES.
Action: Adopted Resolution No. 2020-024.

ACTION ITEMS

- 1. Contract Extension – Dyncorp – Aircraft Support (Assistant Chief Greene)**
Recommendation: Authorize the Deputy Chief of Operations to execute the contract extension with Dyncorp International, LLC.
Action: Moved by Goold, seconded by Wood, and carried unanimously by members present to authorize DC Bridge to execute the contract extension with Dyncorp International, LLC.

Following Closed Session the Board reconvened to open session for Action Items 1 and 2, Director Orzalli did not rejoin and was noted as absent during the votes.

2. **Industrial Disability Retirement – Retired Engineer Todd Stafinbil**

Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Retired Engineer Todd Stafinbil has suffered job related injuries and direct staff to work with Retired Engineer Stafinbil through his Industrial Disability Retirement process with CalPERS.

Action: Moved by Clark, seconded by Wood, and carried (Aye: Clark, Goold, Jones, Saylor, Sheetz, White, Wood; Absent: Orzalli, Kelly) to adopt Resolution No. 2020-025.

3. **Industrial Disability Retirement – Engineer Rebecca Cordova**

Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer Rebecca Cordova has suffered job related injuries and direct staff to work with Engineer Cordova through her Industrial Disability Retirement process with CalPERS.

Action: Moved by Goold, seconded by Wood, and carried (Aye: Clark, Goold, Jones, Saylor, Sheetz, White, Wood; Absent: Orzalli, Kelly) to adopt Resolution No. 2020-026.

REPORTS

1. **PRESIDENT'S REPORT:**

President Sheetz took a moment and addressed the current situation with COVID-19 in regards to remote meetings. The original County Order and Governor's Executive Order still applies to public meetings allowing for remote meetings. Conducting public meetings subject to the Brown Act by personal attendance or gathering is not currently part of the reopening phase, and therefore Metro Fire will continue to hold Board meetings and committee meetings remotely by way of teleconference.

When the reopening Phase of the Governor's order and/or the Sacramento County public health officer order allows these meetings to return to normal attendance in a safe manner as we have done the past, the Board will do so. Hopefully that is something that can occur not too far down the line. Compliance with the orders are mandatory, and the health and safety of Board members, Metro Fire employees, and the public are paramount, and we are looking forward to returning to our regular practices when it is safe to do so.

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

Chief Harms continued with an update on Covid-19 and extended the working remotely option for members who are able to do so, it has worked out really well. Additionally, the antibody testing kits have arrived. So far 177 tests have been administered, with five having positive results, this translates to a 2.8% rate. Overall the response has been very positive and it's a great investment in our folks.

He let the Board know the copter was out doing some work in the southern portion of the county, and assisted rescue crews in looking for a missing person from a boat that had overturned.

Promotion

Effective 5/14, Safety Specialist Brian Spence

Effective 6/1, Battalion Chief Mike Slone (B 14, B Shift)

Retirement

Effective 5/15, Battalion Chief Daniel Baker, 25 years of service

Meetings

May Chief Forums held via Zoom went very well. There were two sessions per shift and two with Professional Staff. Additionally, we recorded a session for those who missed the live zoom

5/18, Executive Staff meeting with Sac City Fire

5/27, Labor Management Collaboration Meeting

5/27, Citrus Heights 2x2 Meeting

- COVID-19 / Mobile Integrated Healthcare update
- 2018-2019 Response Stats specific to Citrus Heights
- Fireworks update, it sounds like large displays in the Sacramento Region will be postponed to Labor Day, with the exception of one display. Safe and sane fireworks booths will move forward.

5/27, Executive Staff visit to Academy 20-1. They will graduate tomorrow with the ceremony being held live on Facebook. It is important we celebrate them and recognize the work they have done over the last eighteen weeks, congratulations!

OPERATIONS REPORT

Deputy Chief Bridge reported that call volume has returned to its prior Covid-19 numbers, as we are seeing between 321 and 298 calls per day in the last few days. The busiest units continue to be E53 and M24, with E53 going to about 14 calls per day, and M24 responding to 183 calls in the last two weeks.

An update on MIH units, they saw 301 patients during the week of May 4th with 4 positive tests, 327 patients during the week of May 11th with 17 positive tests, 321 patients during the week of the 18th with 2 positive tests, and so far this week they have seen over 300 patients with no positive tests. With this information, along with hospitalization trends, things in Sacramento are looking positive.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Captain McGoldrick thanked staff for the antibody testing kits, it is a win for membership.

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 Sheetz)

Next Meeting: TBD

- B. **Communications Center JPA – (DC Shannon)**
 Report Out: Special Meeting – May 18, 2020 at 10:00 AM
 Report Out: Regular Meeting – May 26, 2020 at 9:00 AM
 Deputy Chief Shannon shared the Communications Center is working on the budget. Also, the dispatcher academy is still going strong, and they are looking forward to having them on board and dispatching calls.
 Next Meeting: June 9, 2020 at 9:00 AM

- C. **California Fire & Rescue Training JPA – (DC Shannon)**
 Next Meeting: June 18, 2020 at 4:00 PM

- D. **Finance and Audit Committee – (Director Orzalli)**
 Report Out: May 28, 2020 at 5:00 PM
 CFO Thomas presented reports to the Finance and Audit Committee earlier this evening.
 Next Meeting: TBD

- E. **Policy Committee – (Director Goold)**
 Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director White congratulated the academy 20-1 graduates, and is looking forward to watching the graduation tomorrow. He shared a story from a neighbor whose daughter got bitten by a rattlesnake. She was quickly given care from Station 59, spent a few days in the Pediatric ICU, and the community is looking forward to welcoming her home with a parade tomorrow evening.

Director Jones thanked AC Greene for the air operations update. She thanked Pilot Chuck Smith for his years of service and expertise in providing an indispensable service to the community. Lastly, she congratulated the graduates.

Director Clark also thanked AC Greene for the air ops presentation, and congratulated the graduates. He reminded everyone to stay safe and continue to keep the public safe.

Director Wood thanked AC Greene for the report. When Director Wood was first appointed he sat down with Darren Taylor and heard a story of an incident where the helicopter played an important role. That conversation sold him on the helicopter program and he understands the value it brings to our members and the community. He is glad to hear that program is still going strong. He asked members to stay safe, especially in the hot temperatures.

Director Orzalli thanked Dr. Mackey for the antibody test, the work they are doing is very interesting. He was impressed with the work they were doing and the information received.

Director Saylor thanked Chief Harms for keeping the Board up to date. She congratulated the new recruits and welcomes them to the status of firefighter. Lastly, she congratulated Pilot Chuck Smith and welcomes the new pilot, Pete Faith.

Director Sheetz congratulated the employees who recently received promotions, and to BC Baker on his retirement. She appreciates the District offering the antibody test to membership, and the report received tonight from AC Greene. She congratulated the graduates from 20-1.

The Board convened to Closed Session at 6:47 pm.

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers Compensation Settlement Authority.**
Todd Stafinbil and the Sacramento Metropolitan Fire District
Claim # SMDO – 549597; SMDO - 549496 – Workers Compensation Settlement Authority – Colin Conner of Lenahan, Lee, Slater, Pearse & Majernik, LLP
Action: On a motion by Goold, seconded by Jones, and carried unanimously by members present to give the District’s third party negotiator settlement authority.

2. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers Compensation Compromise and Release.**
Frank Lima Jr. and the Sacramento Metropolitan Fire District
Claim # SMDN – 549271; SMDH – 549665; SMDM – 548727; SMDM – 549682; SMDM – 548813; SMDN - 550035 – Workers Compensation Settlement Authority
Jessica Valenti of Lenahan, Lee, Slater, Pearse & Majernik, LLP
Action: On a motion by Wood, seconded by Goold, and carried unanimously by members present to give the District’s third party negotiator settlement authority.

3. **Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Industrial Disability Retirement.**
 - A. Todd Stafinbil and the Sacramento Metropolitan Fire District
Claim # SMDO – 549597; SMDO – 549496 – Industrial Disability Retirement
Deputy Chief Gregory Casentini
Action: No action taken.

 - B. Rebecca Cordova and the Sacramento Metropolitan Fire District
Claim # SMET – 549903 – Industrial Disability Retirement
Deputy Chief Gregory Casentini
Action: No action taken.

The Board reconvened to Open Session at 7:06 pm.

ADJOURNMENT

The meeting was adjourned at 7:16 pm

Jenifer Sheetz, President

Cinthia Saylor, Secretary

Melissa Penilla, Board Clerk



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Professional Services Agreement – ALS Ambulance Services (RFP 19-15)

BACKGROUND

On December 19, 2019, the Sacramento Metropolitan Fire District (District) issued Request for Proposals 19-15 ALS Ambulance Services. The District received three proposals in response to RFP 19-15 and, after a thorough evaluation process, the Board of Directors approved an award to American Medical Response (AMR) on March 26, 2020.

DISCUSSION

Subsequent to the award approval in March, the District entered into negotiations with AMR and has now come to mutual agreement on the terms and conditions of the agreement attached hereto.

FISCAL IMPACT

There is no substantial change on the fiscal impact to the District as reported to the Board upon approval of the award in March. The proposed cost of the three-year agreement with AMR is \$12,308,238. There are no additional costs up front, or otherwise, to be borne by the District. The agreement provides for two optional one-year extensions for years 4 and 5.

RECOMMENDATION

Staff recommends the Board approve the attached agreement for ALS Ambulance Services and authorize the Fire Chief or his designee to execute the agreement.

Submitted by:

Brian Shannon
Deputy Chief, Support Services

Approved by:

Todd Harms
Fire Chief

Agreement for Ambulance Services

This Agreement for 911 Ambulance Service, Response, and Transportation ("Agreement") is made and entered into July 1, 2020 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 American Medical Response West ("CONTRACTOR") hereafter sometimes 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/EMS Communications Center, a Joint Powers Agency organized to coordinate the dispatch of fire and emergency medical services responses.

WHEREAS, CONTRACTOR is an ambulance company organized and lawfully operating in the State of California and is a business entity which provides prehospital emergency and non-emergency medical services.

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.

WHEREAS, CONTRACTOR was selected by METRO FIRE to enter into this Agreement following a Request for Proposal process.

WHEREAS, METRO FIRE and CONTRACTOR wish to enter into this Agreement for the CONTRACTOR's provisions of 911 Ambulance Service, Response, and Transportation.

NOW, THEREFORE, the Parties agree as follow:

01. TERM

- A. The Initial Term of this Agreement shall commence on July 1, 2020 and shall terminate three (3) years thereafter, unless sooner terminated as provided herein.
- B. This Agreement may be renewed upon the same terms and conditions for no more than two (2) additional one (1) year terms after the Initial Term ("Renewal Term"), unless sooner terminated as provide hereunder. CONTRACTOR shall provide written notice to METRO FIRE of its intent to request renewal of this Agreement no later than nine (9) months prior to the expiration of the Initial Term. The following conditions shall be satisfied prior to approval by METRO FIRE of such request for renewal by CONTRACTOR:
 - 1. METRO FIRE finds and determines that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.
 - 2. METRO FIRE's Fire Chief recommends renewal of this Agreement and its terms.

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 County harmless from any and all liability which METRO FIRE may incur because of CONTRACTOR's failure to pay such amounts.

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

The Parties agree that this Agreement is a bona fide business to business contracting relationship as defined in California Labor Code 2750.3(e). 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, judgement, 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.

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.

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

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

- B. CONTRACTOR shall designate one person, approved by METRO FIRE, as its official liaison to METRO FIRE who will serve as the primary contact and interface, and whose office shall be in Sacramento County. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communication between agencies and agency liaisons.
- C. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (Federal, State, local), including, but not limited to:
 - 1. Health Insurance Portability & Accountability Act;
 - 2. California Health & Safety Code, Division 2.5;
 - 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
 - 4. California Vehicle Code; and
 - 5. Sacramento County Emergency Medical Services Agency (SCEMSA) policies, procedures, and standing orders.
- D. CONTRACTOR shall ensure that ambulance personnel comply with all State and SCEMSA protocols, METRO FIRE policies and procedures as provided by METRO FIRE to CONTRACTOR, as well as CONTRACTOR's internal protocols. CONTRACTOR, including any individual ambulance operator, shall immediately bring to the attention of METRO FIRE any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
- E. 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.
- F. CONTRACTOR shall have a Quality Improvement Program (QIP) and a Quality Assurance Program (QAP) that meets the requirements of SCEMSA program documents 7600: Quality Improvement Program and 7602: Quality Assurance Program for ALS Providers.
- G. 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.
- H. In the event that METRO FIRE establishes pilot programs, research projects, or other programs related to the response or delivery of prehospital emergency medical services, or the transportation of patients, CONTRACTOR shall participate in all programs as requested by METRO FIRE and agreed to by the Parties in writing. CONTRACTOR agrees to participate at no additional cost to the CONTRACTOR unless otherwise agreed to by the Parties in writing. CONTRACTOR further agrees that services provided under these programs or projects shall be in addition to the other services described herein, and shall not relieve CONTRACTOR of its duties as provided in this Agreement.
- I. CONTRACTOR shall surge additional ALS ambulance units into the system during an acute increase in call volume, as well as possess the ability to add additional ALS ambulance units into the system for longer temporary time intervals if internal staffing levels fluctuate. METRO FIRE intends to bill and

collect for all services provided by CONTRACTOR for surge protection. All ALS ambulance unit hours, including scheduled and surge hours, shall be billed at the rates set forth in this Agreement.

- J. CONTRACTOR shall provide stand-by/special event coverage for scheduled non-emergency purposes. METRO FIRE shall provide at least three (3) days advance notice to the CONTRACTOR. CONTRACTOR shall provide a backup ambulance and crew for the duration of the event to cover for the unit involved, allowing METRO FIRE's crew to participate without interruption. CONTRACTOR will be paid a standby unit hour rate equal to the unit hour rate for prehospital emergency medical response as outlined in this Agreement.

08. VEHICLES

- A. Twelve (12) hour Ambulances: CONTRACTOR shall provide six (6) ambulance units deployed twelve (12) hours per day, 365 days per year, for a total of 26,280 yearly unit hours. Any unit hours incurred in excess of the standard twelve (12) hour per unit deployment due to emergency incidents shall be paid at the standard unit hour rate.
 - 1. The hours of operation for CONTRACTOR'S units shall be between 0800 – 2300 with a staggered start time as determined by METRO FIRE. CONTRACTOR'S units shall be available for response to dispatch at the scheduled start time.
 - 2. At the request of METRO FIRE, additional unit hours may be added to the standard six (6) ambulance deployment and shall be paid at the standard unit hour rate.
 - 3. In addition to six (6) deployed ambulance units CONTRACTOR shall provide, in "ready" condition, two (2) additional units as a ready reserve that can be placed into service as needed.
- B. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation and the Sacramento County EMS Agency.
- C. 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.
- D. 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.
- E. In the event an ambulance is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), CONTRACTOR shall ensure that a replacement ambulance is immediately provided that meets the same requirements and specifications and includes the same equipment and supplies as described herein.

If a dedicated ambulance is permanently removed from service, the CONTRACTOR shall replace the ambulance with an ambulance meeting the requirements set forth in this Agreement, with equivalent usage and overall wear.

09. EQUIPMENT AND SUPPLIES

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

A. Communications

1. Each ambulance shall be equipped with a minimum of one 800 MHz Mobile Radio. This radio shall be P25 compliant and capable of transmitting on Sacramento County's Motorola Land Mobile Radio ("LMR") system. Radios shall be programmed with the fire zones used by the Sacramento Regional Fire/EMS Communications Center ("SRFECC"). The setup, programming, and costs of the radio(s) is the responsibility of the CONTRACTOR.
2. Each ambulance shall be equipped with a minimum of one 800MHz Portable Radio per crew member. The radios shall be P25 compliant and capable of transmitting on Sacramento County's Motorola LMR system. Radios shall be programmed with the fire zones used by the SRFECC. The setup, programming, and costs of the radio(s) is the responsibility of the CONTRACTOR.
3. Each ambulance shall be equipped with a minimum of one Very High Frequency (VHF) Radio. The radio shall have the most current XSA VHF programming. The setup, programming, and costs of the radio(s) is the responsibility of the CONTRACTOR.
4. Each ambulance shall be equipped with a mobile router that is active with a cellular provider. Mobile routers shall have a Global Positioning System (GPS) antenna and the ability to add a GPS server for Automatic Vehicle Locator (AVL) information. METRO FIRE is not currently on the FirstNet System, however, should METRO FIRE switch to FirstNet during the course of the contract, the CONTRACTOR shall upgrade vehicle modems to be Band 14 compliant and capable of operating on the FirstNet system. METRO FIRE shall give the CONTRACTOR a minimum 120 day notice to allow the CONTRACTOR sufficient time to complete the upgrade. Purchase, setup, and configuration of mobile routers shall be the responsibility of the CONTRACTOR.
5. Each ambulance shall be equipped with a computer capable of running Windows 10. Each computer shall have a minimum of 4 GB of RAM and a 500 GB SD hard drive in order to install the CAD mobile client. Mobile software, such as NetMotion, is required to communicate with SRFECC, CAD, and METRO FIRE units. Software licensing to connect to CAD shall be obtained directly from SRFECC. Approximate cost of a NetMotion license is \$400 per unit, per year. Approximate cost of the CAD mobile client license is \$80 per device, per year. Fees are subject to change and are the sole responsibility of the CONTRACTOR.
6. The CONTRACTOR shall be set up as a secondary user under METRO FIRE on the Sacramento Regional Radio Communications System (SRRCS) for all 800 MHz radios. There will be a radio subscription fee of approximately \$330 per radio, per year. All secondary user subscription fees will be the responsibility of the CONTRACTOR. METRO FIRE will invoice the CONTRACTOR for all subscription fees. Invoices are subject to a 15% administration fee. Radio subscription fees are subject to change based on SRRCS fees assessed to primary users.
7. 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.
8. CONTRACTOR shall be solely responsible for obtaining, installing, and maintaining the communication systems outlined in Sections A (1-7) above, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times.
9. CONTRACTOR shall be responsible for supplying vehicles, equipment, supplies, and radios that meet or exceed the aforementioned specifications to assure interoperable communications with METRO FIRE units, receiving hospitals, and SRFECC.

B. Medical Equipment & Supplies Inventory

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

C. Standardized Inventory

1. CONTRACTOR shall provide standardization of EMS equipment and supplies stocked on ambulances by utilizing the same EMS equipment and supplies used by METRO FIRE, whenever possible.

D. Supplies Restock System

1. CONTRACTOR shall provide a fully stocked ambulance with all disposable medical supplies and SCEMSA inventory requirements. CONTRACTOR shall be responsible for ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory and sufficient inventory to re-stock METRO FIRE units on-scene as needed.

10. PERSONNEL

A. Staffing

1. CONTRACTOR shall ensure that all units, regardless of hours staffed, are at all times staffed at the minimum with one (1) Emergency Medical Technician ("EMT") certified in Sacramento County, and one (1) paramedic, or two (2) paramedics, 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. All contracted crews will be offered involvement in Post-Incident Stress Debriefings and Peer Support offered by METRO FIRE when available.
2. Criminal Background Check - Background screening shall include the following, and any employee or prospective employee failing to meet the criteria of METRO FIRE shall be disqualified from providing services under this Agreement:
 - a. Social Security Number Verification
 - b. Criminal Search (7 years or up to 5 criminal searches)
 - c. Employment verification to include eligibility for re-employment for each employer for 7 years
 - d. OIG List of Excluded Individuals/Entities (LEIE) pre-hire and monthly
 - e. Sex Offender Registry Check
 - f. GSA List of Parties Excluded from Federal Programs
 - g. Department of Motor Vehicle Driving History
 - h. State and Local Licensure/Accreditation Verification (*No personnel assigned to CONTRACTOR ambulances under this Agreement shall have licenses/certification/accreditation that are on probation*)
 - i. Drug Screen- cocaine, methamphetamine, opioids, barbiturates, THC
 - j. Periodically, 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 should be designed to verify driving proficiency upon hire and updated training shall be provided. The driver program shall meet or exceed industry standards. CONTRACTOR shall ensure that its vehicles are at all times operated in a safe manner.
6. Vehicle & Equipment Familiarity – CONTRACTOR shall ensure that all employees who staff any ambulance as part of this Agreement are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.

C. Uniforms & Personal Protective Equipment

1. Uniforms - CONTRACTOR employees shall wear uniforms 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.
6. Advocacy – CONTRACTOR'S employees are deemed part of the EMS system, and are therefore expected to always act in the best interests of the EMS system and the patients who depend on us.

E. Facility Use

1. Ambulance Station / Crew Quarters – All dedicated CONTRACTOR ambulances and crews will have access to METRO FIRE stations and restrooms, while the station is open and staffed, provided there is no negative impact on station activities and personnel are in quarters to facilitate access.
2. Security – CONTRACTOR shall ensure compliance by each ambulance crew with the security plan/measures outlined by METRO FIRE to adequately protect the personnel, equipment, supplies, and apparatus while in quarters.

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. DATA COLLECTING, REPORTING, AND DOCUMENTATION

CONTRACTOR shall track all relevant data from all responses initiated by SRFECC. CONTRACTOR shall prepare and submit a report (electronic/email preferred) to METRO FIRE'S EMS Division on a monthly and quarterly basis. Before commencement of the Agreement term, METRO FIRE and CONTRACTOR will meet and discuss and agree on the reporting format and specific information to be included.

- A. Data Collection – The CONTRACTOR shall work with crews to ensure that all data requested by METRO FIRE is collected on each transport.
- B. Documentation – The CONTRACTOR shall ensure that each crew is complying with the documentation required by applicable laws and standards set forth in SCEMSA and METRO FIRE policies.
- C. Data Integration – CONTRACTOR agrees to work with METRO FIRE to facilitate integration between the electronic patient care reporting systems utilized by the Parties to transfer patient care reports between CONTRACTOR units and METRO FIRE units.

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 and the resolution outcome.
- B. Should complaints arise which are directed at level of care, response personnel action or inaction, such complaints shall be addressed within forty-eight (48) hours and reported to the METRO FIRE EMS Division with explanation of actions taken or course of action or investigation.
- C. All complaints, in writing and verbal, reported to the CONTRACTOR either by a third party or by METRO FIRE relating to emergency ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of the CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and

representatives of any external agency that may be making the complaint. A written report regarding the disposition of same shall be provided to METRO FIRE within fourteen (14) days of receipt of the complaint. The report provided to METRO FIRE shall state the name, address and telephone number of the complainant, 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 in connection 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 implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. CONTRACTOR is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to METRO FIRE along with CONTRACTOR's action to mitigate the effect of such violations. The three major components of HIPAA include:
 - 1. Standards for Privacy and Individually Identifiable Health Information.
 - 2. Health Insurance Reform: Security Standards.
 - 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. CONTRACTOR assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- 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

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

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

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

B. **Automobile Liability**

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

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

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

D. **Professional Liability**

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

E. **Additional Insured**

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of 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.

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.

- F. 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.
- G. 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.
- H. In addition to any other remedies METRO FIRE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, METRO FIRE may, at its sole option:
 - 1. Order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the requirements hereof.
 - 2. Terminate this Agreement. Exercise of any of the above remedies, however, is an alternative to other remedies METRO FIRE may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR's performance of, or failure to perform, the work covered under this Agreement.
- I. Certificates of Insurance and All Required Endorsements shall be sent to:
Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372
purchasing@metrofire.ca.gov

18. COMPENSATION TO CONTRACTOR

- A. METRO FIRE agrees to compensate CONTRACTOR based on a unit hour cost. Unit hour cost is the hourly rate paid to CONTRACTOR for each hour of deployment of ambulances in performance of all obligations and duties under this Agreement. The unit hour cost shall be the same for ALS Ambulance Transport Services, Surge Protection and Stand-by/ Special Event Coverage. The unit hour cost shall be:
 - 1. July 1, 2020 – June 30, 2021 \$149.61/hour
 - 2. July 1, 2021 – June 30, 2022 \$156.43/hour
 - 3. July 1, 2022 – June 30, 2023 \$162.31/hour
- B. For any services provided by the CONTRACTOR on behalf of METRO FIRE, including surge units as defined below, METRO FIRE shall be responsible for billing the patient or any third-party payor for the services provided by the CONTRACTOR. The CONTRACTOR shall not seek payment from the patient or any third-party payor for any services. METRO FIRE shall reimburse the CONTRACTOR at the rates set forth in this Agreement, and the CONTRACTOR shall accept the rate as payment in full for services rendered.

- C. CONTRACTOR shall submit monthly invoices to METRO FIRE. The amount of the invoice shall not exceed the Basic Contract Price, which is the total number of hours for deploying six (6) twelve-hour ambulances for each day of the month being billed, or 72 hours per day, at the hourly rate set forth above, unless such Basic Contract Price is modified in accordance with Section 21.B. of this Agreement. METRO FIRE shall pay CONTRACTOR via credit card or other electronic means within thirty (30) days of receipt of the invoice.

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

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

19. PENALTIES

- A. The terms of this Agreement which relate to data keeping, reporting, report preparation, the provision of equipment and supplies and all other terms which define the duties of CONTRACTOR in complying with this Agreement are essential to the efficient, professional, and legal standards for pre hospital emergency medical services.
- B. In order to best ensure compliance, CONTRACTOR agrees to be subject to payment of monetary penalties for violations of certain obligations. The imposition of penalties shall not be deemed a waiver of METRO FIRE's rights to enforce the terms of the Agreement. The penalties are as follows:
1. Failure to be available for dispatch at the agreed upon start time - \$500 per occurrence
 2. Failure to meet requirements of data and reporting - \$200 per occurrence
 3. Failure to ensure proper equipment and supplies onboard ambulance unit - \$ 500 per occurrence
 4. Failure to respond to an emergency request for a response for any reason - \$1,000 per occurrence
 5. Failure to maintain applicable licenses/certifications - \$1,500 per occurrence

20. PENALTY DISPUTES

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

21. TERMINATION

A. By Either Party without Cause

Either party may terminate this Agreement without cause with 180 days' prior written notice to the other party.

B. By METRO FIRE Based Upon Absence of Available Funding

CONTRACTOR understands that the continuation of this Agreement shall be subject to the availability of funding in METRO FIRE's budget to cover the cost of the services provided under this Agreement. METRO FIRE does not represent that funds to cover the costs of this Agreement as a budget item will be available and adopted, said determination being the determination of the Board of Directors at the time of the adoption or subsequent amendment of the budget, and is subject to the discretion of the Board of Directors. In the event that funds to cover the costs of this Agreement are not adopted in METRO FIRE's budget, or if an unanticipated reduction in revenues during the fiscal year results in insufficient funding to cover the Basic Contract Price, METRO FIRE shall have the right, upon sixty (60) days' prior written notice to CONTRACTOR, to either (1) reduce the number of units operated under this Agreement and the associated Basic Contract Price (subject to mutual agreement by the Parties on the per unit hour price) or (2) terminate this Agreement. No penalty shall accrue to METRO FIRE in the event this provision shall be exercised. Should termination be accomplished in accordance with this provision, METRO FIRE shall be responsible for payment of all services rendered as of the date of termination.

C. By METRO FIRE 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.

22. 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 the portion of the ambulance service system for which CONTRACTOR is responsible in a manner which enables METRO FIRE and CONTRACTOR to remain in compliance with the requirements of the County of Sacramento Emergency Medical Services Agency ambulance ordinance and related rules and regulations.
 2. Supplying METRO FIRE with materially false or misleading information during the RFP process or during the course of producing required monthly response reports.
 3. Willful falsification or unreasonable withholding of data supplied to METRO FIRE or to the LEMSA during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
 4. Failure to meet the minimum vehicle deployment plan for ambulance service as described in this Agreement.
 5. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
 6. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.
 7. Failure of CONTRACTOR to maintain all training and continuing education per Sacramento County LEMSA and SCMSA policies and procedures and State regulations.
 8. Failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.
 9. 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.
 10. Direct transfer of ownership or any change in ownership of CONTRACTOR.
 11. Disruption of service due to failure to maintain CONTRACTOR's ambulance vehicle maintenance.
 12. 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.
 13. The breach or default by CONTRACTOR of any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
 14. The loss by CONTRACTOR of legal capacity to contract.
 15. 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.
 16. 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.
 17. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
 18. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
 19. 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.

20. Lapse of insurance required under this Agreement.
 21. An unconsented assignment or delegation as defined herein below.
 22. Failure to manage and resolve citizen complaints to the satisfaction of METRO FIRE or the Fire Chief.
 23. 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.
- F. In the event this Agreement is terminated, payment shall be made to the CONTRACTOR for any unpaid unit hours incurred up to the effective date of termination.

23. 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.

24. DISPUTES BETWEEN CONTRACTOR AND METRO FIRE

With the exception of disputes related to Penalties, or 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.

25. 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.

26. 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.

27. 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.

28. INTEGRATION CLAUSE

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

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.

29. 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.

30. 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:

American Medical Response West
Attn: Regional Director
1041 Fee Drive
Sacramento, CA 95815

With Copy To:

Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111

31. EFFECTIVE DATE AND AUTHORITY

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

This Agreement shall be effective on the date on July 1, 2020.

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

Sacramento Metropolitan Fire District:

American Medical Response West:

By: _____

By: _____

Printed Name: Todd Harms

Printed Name: Edward B. Van Horne

Title: Fire Chief

Title: Chief Operating Officer

Date: _____

Date: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Special Services Agreement – Integrated Communications Strategies, LLC

TOPIC

Award an agreement for professional consulting services to Integrated Communications Strategies, LLC (Contractor).

DISCUSSION

The District has worked extensively with Contractor since September 2010 on a vast array of public education and communication issues/projects. As the District would incur increased costs to familiarize a new contractor with its matters, it is in the District's best interest to continue to procure the services from the Contractor to provide the following scope of services: shall perform communication and public affairs services to assist District in performing its duties as a major metropolitan fire district.

FISCAL IMPACT

The estimated cost for professional consulting services for the period of July 1, 2020 through June 30, 2021, is estimated at \$5,000 per month, not to exceed \$80,000, and is fully accounted for in the FY 2020/21 budget.

RECOMMENDATION

Staff recommends the Board authorize the Fire Chief to enter into a one-year agreement with Integrated Communications Strategies, LLC for professional consulting services as outlined in the agreement.

Submitted By:

Todd Harms
Fire Chief

**ENGAGEMENT AGREEMENT
BETWEEN
SACRAMENTO METROPOLITAN FIRE DISTRICT
AND
INTEGRATED COMMUNICATIONS STRATEGIES**

THIS ENGAGEMENT AGREEMENT (“Agreement”), made and entered into as of June 30, 2020, between Integrated Communications Strategies, Inc. (formerly known as Hermocillo-Azevedo Strategic Communications LLC), with offices located at 2100 21st Street, Sacramento, CA 95818 (“Contractor”), and Sacramento Metropolitan Fire District, with its principal place of business at 10545 Armstrong Avenue, Suite 200, Mather, CA 95655 (“Client”) sets forth the parties’ understanding pursuant to which Contractor shall be engaged by Client.

Article 1. Services to be Performed by Contractor

- 1.1 Services. Contractor shall perform communication and public affairs services to assist Client in performing its duties as a major metropolitan fire district.
- 1.2 Employment of Assistants. Contractor may, at its own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement.

Article 2. Compensation

- 2.1 Compensation. Client shall pay Contractor a monthly fee of \$5,000 at the beginning of each month, starting on July 1, 2020. Should the amount of billed time exceed this retainer fee, Contractor may bill for services rendered above the fee amount so long as the total amount billed for the 12-month period does not exceed \$80,000. Unless otherwise terminated as provided in Article 4, this Agreement shall continue in force until the services provided for herein have been fully and completely performed through June 2021. Attached is Contractor’s rate sheet.
- 2.2 Reimbursement for Expenses. Client shall reimburse Contractor for actual, reasonable out-of-pocket expenses (“OOPs”) incurred in Contractor’s performance of this Agreement, including, but not limited to, expenses for delivery services, external printing, filing fees, pay-for-use databases, travel outside of the Sacramento region, and parking.
- 2.3 Payment and Submission of Invoices. Contractor will submit invoices to Client for the monthly retainer fee in advance of each month and for OOPs after they have been incurred with original back-up receipts. Contractor shall receive payment for the monthly retainer and OOPs within thirty (30) days upon receipt of the invoice.

- 2.4 Termination of Services. If Client terminates this Agreement, Client will compensate Contractor in accordance with its terms and provisions, including Article 4.1 for its services through the date of cancellation or discontinuance of services, and will indemnify Contractor as provided in Article 5.1.

Article 3. Obligations of Contractor

- 3.1 Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
- 3.2 Confidentiality. Contractor will use its commercially reasonable best efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by Client. Contractor will not, without the express permission of Client, disseminate any such information or otherwise disclose to any outside party the content or substance of any communications, materials, or information prepared by Contractor in connection with this Agreement, except as required by law.
- 3.3 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.
- 3.4 Changes or Modifications. Contractor may not change or modify the terms of this Agreement without the prior written consent of Client.

Article 4. Termination of Agreement

- 4.1 Termination, Cancellation or Discontinuance of Services Upon Notice. Either party has the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. Upon written notice, Client will also have the right to cancel or stop any and all plans, schedules or work in progress under this Agreement; and, in such event, Contractor will promptly take proper steps to carry out such instructions. In the case of termination of services, Client shall (i) pay Contractor, in accordance with the terms and provisions of this Agreement, any and all proper fees or charges earned and incurred by Contractor in connection with such work up to the time of its cancellation or discontinuance; and (ii) indemnify Contractor for all claims and actions by third parties for damages in consequence of Contractor's carrying out Client's instructions, except for claims or actions that result from Contractor's negligence or willful misconduct or that of its employees.

- 4.2 Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of (i) bankruptcy or insolvency of Contractor; (ii) sale of the business of Contractor; or (iii) assignment of this Agreement by Contractor without the express written consent of Client.

Article 5. General Provisions

- 5.1 General Indemnification. Client will indemnify Contractor and its present or former employees against any loss or expense (including attorneys' fees) which they may incur as the result of any claim, suit or proceeding made or brought against Contractor or its employees, or in which Contractor or its employees are asked to participate, based upon any materials they prepare, publish or disseminate for Client based upon information provided or approved by Client prior to its dissemination, production or publication, as well as any claim or suit arising out of the nature or use of Client's products or Contractor's relationship with Client, except for losses or expenses that result from Contractor's negligence or willful misconduct or that of its employees.
- 5.2 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 5.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 5.4 Arbitration. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in such proportions as the arbitrators decide.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the above-referenced date.

AGREED TO AND ACCEPTED:

Sacramento Metropolitan Fire District

Integrated Communications Strategies, LLC

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Special Services Agreement – General Emergency Medical Service Consulting

TOPIC

Award an agreement for professional consulting services to AP Triton Consulting, LLC (AP Triton) for consulting services specific to general emergency medical service matters.

SUMMARY

AP Triton is a leading consulting firm with extensive expertise and knowledge in Metro Fire's EMS delivery systems, in addition to local and regional deployment models.

Since 2016, the District has utilized the services provided by AP Triton to assist in analyzing the current deployment model for EMS services and to provide recommendations for improvements that could maximize patient care and revenue options.

Given that AP Triton has extensive expertise and experience regarding EMS delivery systems within Metro Fire combined with extensive knowledge of the local, regional and international EMS systems, making them uniquely qualified to provide analysis and recommendations relative to current and future EMS deployment models and revenue sources, it is in the best interest to continue to acquire the services from AP Triton.

FISCAL IMPACT

The cost to provide professional consulting services for the period of July 1, 2020 through June 30, 2021 is accounted for in the FY 2020/21 budget, and are estimated at \$1,000 per month at a cap of 60 hours, with hours exceeding the cap billed at an hourly rate.

RECOMMENDATION

Staff recommends the Board authorize the Fire Chief to enter into a one-year agreement with AP Triton for professional consulting services as outlined in the agreement.

Submitted by:

Todd Harms
Fire Chief

Sacramento Metropolitan Fire District
Professional Services Agreement

This Agreement, dated as of July 1, 2020 is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and AP Triton Consulting, LLC ("CONSULTANT") hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all Parties.

1. **HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. **ATTACHMENTS**

Attachments 1 and 2 are attached hereto and included by reference.

3. **CONSULTANT'S SCOPE OF SERVICES AND DISTRICT RESPONSIBILITIES**

CONSULTANT agrees to perform all services described in Attachment 1, Scope of Work, Schedule and Budget, for payment pursuant to Attachment 2, in accordance with the terms and conditions of this Agreement. DISTRICT shall provide complete, accurate and timely information regarding DISTRICT'S requirements for the project and shall designate by name a project representative authorized to act on its behalf. DISTRICT shall examine documents or other instruments submitted by CONSULTANT and shall render any decisions necessary promptly in order to avoid unreasonable delay. DISTRICT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the project. DISTRICT shall provide reasonable access to any locations under the control of DISTRICT required for CONSULTANT to perform the services hereunder. Any additional requirements specific to the project will be identified in Attachment 1.

4. **TERM**

This Agreement shall terminate on June 30, 2021, unless extended by mutual Agreement of the Parties in writing.

5. **PAYMENT**

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Attachment 2.

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is at all times an independent contractor, and can perform work for others. CONSULTANT is not the agent or employee of the DISTRICT in any capacity whatsoever and DISTRICT shall not be liable in any manner for any acts or

omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, his employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, 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.

CONSULTANT 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 CONSULTANT agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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 District.

CONSULTANT does, by this Agreement, agree to perform his said work and to function at all times in strict accordance with currently approved methods and practices in his field and acknowledges that the sole interest of DISTRICT is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT.

Notwithstanding the foregoing, if the DISTRICT in its discretion determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, DISTRICT may upon two (2) weeks' notice to CONSULTANT, withhold from payments otherwise due to CONSULTANT hereunder federal and state income taxes and to pay said sums to the federal and state governments.

7. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall release, hold harmless, defend and indemnify the DISTRICT, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal

law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving CONSULTANT of any obligation hereunder.

8. INSURANCE

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000.00; an automobile liability insurance policy in the minimum amount of \$500,000.00; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000.00 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. All insurance, except professional liability, shall name the DISTRICT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the DISTRICT.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Chairperson of the DISTRICT Board of Directors; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the DISTRICT Chairperson.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, he shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the DISTRICT. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the DISTRICT; and 2) provide for a waiver of any right of subrogation against the DISTRICT to the extent permitted by law.

CONSULTANT shall promptly forward all insurance documents to the District.

9. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

10. **TRAVEL EXPENSES**

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the DISTRICT as approved in advance by the DISTRICT in accordance with Attachment B.

11. **TAXES**

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

12. **OWNERSHIP OF DOCUMENTS**

CONSULTANT hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONSULTANT, the CONSULTANT's sub-contractors, or third parties at the request of the CONSULTANT (collectively, "Documents and Materials").

CONSULTANT also hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONSULTANT's information system(s), respecting in any way the subject matter of this Agreement.

CONSULTANT agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royally- free license to retain and use said Documents and Materials. The rights of the DISTRICT rights under this Section 12 shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement CONSULTANT shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

13. **ACCESS AND RETENTION OF RECORDS**

CONSULTANT agrees to provide the DISTRICT and its designee's access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the DISTRICT.

14. **CONFLICT OF INTEREST**

CONSULTANT covenants that he 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 Board of Directors of the DISTRICT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

15. **CONFIDENTIALITY**

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the DISTRICT if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflicts of interest and future service provisions and limitations shall remain fully effective for five (5) years after CONSULTANT's termination of services to the DISTRICT hereunder.

16. **USE OF DISTRICT PROPERTY**

CONSULTANT shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

17. **TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The DISTRICT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the DISTRICT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Attachment B.

18. **ASSURANCE OF PERFORMANCE**

If at any time DISTRICT believes CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from CONSULTANT prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within ten (10) calendar days of his receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 17 of this Agreement.

19. **CHOICE OF LAW**

CONSULTANT agrees that if a dispute arises in the performance of this agreement the laws of the State of California will govern.

20. **ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of DISTRICT and CONSULTANT and are not intended to create any third party rights or benefits.

21. **MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

22. **SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

23. **SUCCESSORS AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the DISTRICT. Any attempted assignment without such consent shall be invalid.

24. **NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: District: Sacramento Metropolitan Fire District
Attn: Fire Chief
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

To: CONSULTANT: AP Triton Consulting, LLC
Attn: Kurt Henke
1851 Heritage Lane, Suite 138
Sacramento, CA 95815

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

25. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written

**SACRAMENTO METROPOLITAN
FIRE DISTRICT**

By: _____

Signature

Name: Todd Harms

Title: Fire Chief

Date: _____

**CONSULTANT
AP TRITON CONSULTING, LLC**

By: _____

Signature

Name: Kurt Henke

Title: Principal / Managing Partner

Date: _____

EXHIBIT A
Definition of Services

1. GENERAL EMERGENCY MEDICAL SERVICE CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services as it relates to the District's providing of Emergency Medical Services to patients in its jurisdiction. AP Triton shall provide the following:

- Shall provide continued advice on the updated Fee schedule and recommend further actions based on Department's needs.
- Shall provide ongoing analysis and recommendations as to the existing EMS transportation system, this shall include deployment, economic and surge protection issues.
- Shall provide advice and recommendations as to CQI and patient care issues.
- Shall provide ongoing revenue projection services utilizing data from 3rd party biller.
- Shall provide subject matter expertise on IGT, GEMT and all Federal, State, regional and district changes that could affect costs and revenue streams relative to the EMS service delivery system deployed by Metro Fire.
- Shall provide advice and recommendations on any Para Medicine or integrated health care type programs the district may consider.
- Continue to provide advice and recommendations on current contracts with private providers.
- Continue to provide advice and recommendations as it relates to General Emergency Medical services the district may request throughout the term of this agreement.
- There shall be a cap of 60 hours per fiscal year (July 1 to June 30).

EXHIBIT B
Payment Schedule

A. PAYMENT SCHEDULE

Services to be performed under this agreement will begin at the time the agreement is executed and initial payment is received.

AP Triton Consulting, LLC will be paid a monthly retainer in the amount of One Thousand dollars (\$1,000.00). Invoice for payment will be provided on a monthly basis, due and payable upon receipt of the invoice.

B. TRAVEL

Expenses for travel are included in the not to exceed price below and will be billed based on the current per diem rates as published by the federal government. Travel authorization will be approved by the DISTRICT prior to date of travel. Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the District prior to travel.

C. TOTAL PAYMENT AMOUNT

Invoices for payment will be provided to the District on not less than a monthly basis, and shall specify the percentage of completion of the services set forth in Exhibit A, and/or a description of the services provided.

D. PAYMENT COVERAGE

The monthly payment described herein shall be payment for all services as described in Exhibit A, and any approved costs, including unlimited telephone and/or videoconferencing. Personal conference as necessary for completion shall be included up to four (4) times per month.

E. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A, shall be billed at the rate of Two Hundred Seventy-five dollars (\$275.00) per hour, or a negotiated fixed cost for special projects, performing any services under this provision requires prior written approval of the District.



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Insurance Broker Services – USI Insurance Services \$40,000

TOPIC

Disclosure of material expenditure to purchase insurance brokerage services for the fiscal year ending June 30, 2021.

SUMMARY

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

DISCUSSION

USI Insurance Service provides Insurance Brokerage Services. Services include risk management, marketing, day-to-day consulting on servicing of insurance, claims services and risk engineering services. For the fiscal year 2020/2021, USI brokered the District's commercial insurance package.

FISCAL IMPACT

The fiscal impact is \$40,000. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2020/2021.

RECOMMENDATION

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

Submitted by:

Approved by:



Gregory Casentini
Deputy Chief, Administration



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Disclosure of expenditure – Fiduciary Liability Insurance – RLI Insurance Company \$15,957.00

TOPIC

Disclosure of expenditure to purchase Fiduciary Liability Insurance for the fiscal year ending June 30, 2021.

SUMMARY

Staff will be expending funds to purchase Fiduciary Liability Insurance. This coverage will provide claim and legal defense coverage for all Metro Fire benefit plans except CalPERS. The expenditure will be payable to RLI Insurance in the amount of \$15,957.00.

DISCUSSION

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

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

Carrier	Annual Cost	Notes
RLI	\$15,957.00	
Arch	Declined	Unable to provide terms
Axis	Declined	Unable to provide terms
Validus	Declined	Declined because they need to write other lines of coverage
Chubb	Declined	Unable to provide terms
Markel	Declined	Unable to provide terms
One Beacon	Declined	Declined because of the class of business

RSUI	>\$30,000	Pricing would be over \$30,000
USLI	Declined	Declined because of the class of business
Travelers	Declined	Declined because of the class of business

FISCAL IMPACT

The fiscal impact is \$15,957.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2020/2021.

RECOMMENDATION

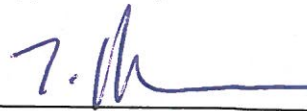
Staff recommends that the Board of Directors authorize the payment of \$15,957.00 to RLI Insurance for the purchase of Fiduciary Liability Insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Amendment to Professional Services Agreement – Security Services

BACKGROUND

On June 13, 2019, after conducting a formal proposal process, the Sacramento Metropolitan Fire District (District) executed a Professional Services Agreement (Agreement) with Lyons Security Services, Inc. to provide security services at the District's headquarters building located at 10545 Armstrong Avenue in Mather, California. The Agreement commenced on July 1, 2019 with a one (1) year term.

DISCUSSION

The term for the existing Agreement for security services ends on June 30, 2019. The Agreement included a provision for a one (1) year optional extension. Per the terms of the Agreement, the District desires to extend the Agreement for one (1) year and has negotiated a rate increase with the vendor. Staff has prepared an amendment (Amendment) to the Agreement reflecting the rate increase.

FISCAL IMPACT

The total annual fiscal impact to the District is estimated at \$101,628.80, which reflects an increase of \$4,700.80 for FY 2020/2021. This revised estimated cost is included in the proposed FY 2020/2021 Preliminary Budget. Services are billed for actual hours worked.

RECOMMENDATION

Staff recommends the Board approve the attached Amendment to the Agreement between the District and Lyons Security Services, Inc. and authorize the Fire Chief or his designee to execute the Amendment.

Submitted by:



Erin Castleberry
Administrative Specialist



Jeff Frye
Chief Development Officer

**Amendment to Professional Services Agreement between the
Sacramento Metropolitan Fire District and Lyons Security Services, Inc.**

This Amendment ("Amendment") to the Professional Services Agreement ("Agreement") dated June 13, 2019 by and between the Sacramento Metropolitan Fire District ("DISTRICT") and Lyons Security Services, Inc. ("CONTRACTOR") is made and entered into effective July 1, 2020, by and between the DISTRICT and the CONTRACTOR (collectively, the "Parties").

RECITALS

WHEREAS, the DISTRICT and the CONTRACTOR have entered into that certain Agreement for Professional Services, dated June 13, 2019, by which the DISTRICT retained the CONTRACTOR to provide security services for its headquarters building located at 10545 Armstrong Avenue, in Mather, California; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed to renew the Agreement for a one (1) year extension as described in Section 4 of the Agreement; and

WHEREAS, this Amendment is necessary to memorialize the modification of the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows;

- Section 1. The DISTRICT and the CONTRACTOR hereby agree to modify Exhibit C "Payment Terms", Section 3 "Billable Rates" to reflect the revised hourly rates below:
- a) Regular Rate \$24.43/hour
 - b) Holiday Rate \$24.43/hour
 - c) Overtime Rate \$36.65/hour

- Section 2. Except as expressly set forth in this Amendment, all the provisions of the Agreement dated June 13, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year above written.

**SACRAMENTO METROPOLITAN
FIRE DISTRICT**

LYONS SECURITY SERVICE, INC.

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Amendment to Extend Current Radio System Licensing Agreement.

TOPIC

Board authorization for the Fire Chief to extend the current Sacramento Regional Radio Communications System (SRRCS) Licensing Agreement to expire on October 1, 2020.

DISCUSSION

Metro Fire has a ten year Primary User Licensing Agreement with SRRCS for 800 MHz radio communications. Access to the radio system enables Metro Fire personnel to communicate with each other and with Fire Dispatch during emergency incidents.

The current licensing agreement expires on July 1st, 2020. Negotiations for the language and terms of the new licensing agreement are still underway by the Primary User Agencies and SRRCS. The new agreement will not be ready for implementation when the current agreement expires on July 1st.

The First Amendment to the current SRRCS Licensing Agreement has been created to extend the terms and conditions to October 1st, 2020. Metro Fire Chief or designee must authorize the adoption of the amendment for continued access to the radio system after July 1st, 2020.

FISCAL IMPACT

This item will not result in additional Discretionary General Funding.

RECOMMENDATION

Staff recommends the Board to approve the Fire Chief or designee to extend the current Sacramento Regional Radio Communications System (SRRCS) Licensing Agreement as outlined in the attached amendment.

Submitted by:

Steve Jordan
Communications Manager

Approved by:

Brian Shannon
Deputy Chief, Support Services

**FIRST AMENDMENT TO SACRAMENTO
REGIONAL RADIO COMMUNICATIONS SYSTEM LICENSING AGREEMENT**

THIS FIRST AMENDMENT TO SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM LICENSING AGREEMENT ("Amendment") is made and entered into on this 1st day of July, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **SACRAMENTO METROPOLITAN FIRE DISTRICT** (hereinafter referred to as "Agency") which are collectively referred to as the "parties."

RECITALS

WHEREAS, the parties entered into the Sacramento Regional Radio Communications System Licensing Agreement with a term ending July 1st, 2020 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement to October 1st, 2020.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, it is mutually agreed as follows:

1. The term of the Agreement is extended to October 1st, 2020.
2. All terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

AGENCY

By: _____
Rami Zakaria
Title: SRRCS System Manager

By: _____
Todd Harms
Title: Fire Chief

Approved as to Form

Approved as to Form

By: _____
Janet Bender
Title: Deputy County Counsel

By: _____
Legal Counsel



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 11, 2020

Action Item #1

Separate Attachment Fiscal Year 2020/21 Preliminary Budget



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-__
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE GENERAL OPERATING FUND 212A FOR
FISCAL YEAR 2020/2021

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the General Operating Fund 212A for Fiscal Year 2020/2021 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for General Operating Fund 212A for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
10	212A	2129212	2129212000	SALARIES & EMPLOYEE BENEFITS	\$194,085,436
20	212A	2129212	2129212000	SERVICES & SUPPLIES	30,800,859
30	212A	2129212	2129212000	OTHER CHARGES	4,238,799
50	212A	2129212	2129212000	OPERATING TRANSFER OUT (To 212D)	7,026,886
59	212A	2129212	2129212000	OPERATING TRANSFER IN (From 212M)	-9,220,000
					<u>\$226,931,980</u>

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

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212A for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:

- 212A Preliminary Budget Summary for FY2020/21 Schedule
- 212A Revenue Detail Schedule
- 212A Expenditure Detail Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE CAPITAL FACILITIES FUND 212D FOR
FISCAL YEAR 2020/2021

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Capital Facilities Fund 212D for Fiscal Year 2020/2021 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Capital Facilities Fund 212D for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
10	212D	2123000	2123000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212D	2123000	2123000000	SERVICES & SUPPLIES	-
30	212D	2123000	2123000000	OTHER CHARGES	6,520,460
41	212D	2123000	2123000000	CAPITAL ASSETS-LAND	-
42	212D	2123000	2123000000	CAPITAL ASSETS-STRUCTURES	268,000
43	212D	2123000	2123000000	CAPITAL ASSETS-EQUIPMENT	5,637,161
44	212D	2123000	2123000000	CAPITAL ASSETS-SOFTWARE	-
59	212D	2123000	2123000000	OPERATING TRANSFER IN (From 212A)	-7,026,886
					\$5,398,735

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

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212D for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212D Preliminary Budget Summary for FY2020/2021 Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-___
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE GRANTS FUND 212G FOR
FISCAL YEAR 2020/2021

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Grants Fund 212G for Fiscal Year 2020/2021 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary in the Grants Fund 212G for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
10	212G	2126000	2126000000	SALARIES & EMPLOYEE BENEFITS	\$ 11,000
20	212G	2126000	2126000000	SERVICES & SUPPLIES	-
30	212G	2126000	2126000000	TAXES, LICENSES, DEBT SRVC & OTHERS	-
43	212G	2126000	2126000000	CAPITAL ASSETS-EQUIPMENT	180,295
59	212G	2126000	2126000000	OPERATING TRANSFER IN (From 212A)	-
					\$ 191,295

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

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212G for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212G Preliminary Budget Summary for FY 2020/21 Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-__
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE DEVELOPMENT IMPACT FEES FUND 212I FOR
FISCAL YEAR 2020/2021

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Development Impact Fees Fund 212I for Fiscal Year 2020/2021 were made, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Development Impact Fees Fund 212I for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
20	212I	2129000	2129000000	SERVICES & SUPPLIES	\$ 70,000
42	212I	2129000	2129000000	CAPITAL ASSETS-STRUCTURES	7,000,000
					\$ 7,070,000

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

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212I for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212I Preliminary Budget Summary for FY 2020/21 Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE LEASED PROPERTIES FUND 212L FOR
FISCAL YEAR 2020/2021

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

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget in the Leased Properties Fund 212L for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
10	212L	2127000	2127000000	SALARIES & EMPLOYEE BENEFITS	\$ -
20	212L	2127000	2127000000	SERVICES & SUPPLIES	371,107
30	212L	2127000	2127000000	OTHER CHARGES	296,332
41	212L	2127000	2127000000	CAPITAL ASSETS-LAND	-
42	212L	2127000	2127000000	CAPITAL ASSETS-STRUCTURES	-
59	212L	2127000	2127000000	OPERATING TRANSFER IN (From 212A)	-
					\$ 667,439

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

BE IT FURTHER RESOLVED that the Preliminary Budget for Fund 212L for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing attached hereto and by reference made a part hereof.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212L Preliminary Budget Summary for FY2020/21 Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING THE PRELIMINARY BUDGET
FOR THE IGT FUND 212M
FOR FISCAL YEAR 2020/2021

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the IGT Fund 212M for Fiscal Year 2020/2021 were made;

NOW, THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget in the IGT Fund 212M for the Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2020/21
20	212M	2121100	2121100000	SERVICES & SUPPLIES	\$ 6,600,000
50	212M	2121100	2121100000	OPERTING TRANSFER OUT (To 212A)	9,220,000
					\$ 15,820,000

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

BE IT FURTHER RESOLVED that the Preliminary for Fund 212M for Fiscal Year 2020/2021 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

PASSED AND APPROVED this 11th day of June, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

ATTACHMENTS:
212M Preliminary Budget Summary for FY 2020/21 Schedule



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-_____
BEFORE THE GOVERNING BOARD OF
THE SACRAMENTO METROPOLITAN FIRE DISTRICT
County of Sacramento, State of California

RESOLUTION ADOPTING A PAY SCHEDULE FOR EMPLOYEES

WHEREAS, the Sacramento Metropolitan Fire District has contracted with CalPERS to provide certain retirement benefits to its employees; and,

WHEREAS, subdivision (a) of the California Code of Regulations section 570.5 defines the requirements for a publicly available pay schedule used to determine pay rates.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the Pay Schedule in accordance with the listed attachment.

PASSED AND APPROVED this 11th day of June 2020, 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

ATTACHMENT: Pay Schedule for Fiscal Year 2020-21



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – General/Property/Liability Package – Special District Risk Management Authority \$1,674,438.82

TOPIC

Disclosure of material expenditure to purchase Commercial Insurance for the fiscal year ending June 30, 2021.

SUMMARY

Staff will be expending funds in excess of the Formal Purchasing Policy threshold of \$100,000.00 requiring presentation to the Board of Directors. The expenditure will be payable to Special District Risk Management Authority, SDRMA in the amount of \$1,674,438.82.

DISCUSSION

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

Carrier	Annual cost	Notes
SDRMA	\$1,674,438.82	
VFIS	Declined	Declined because of losses, plus they would not be able to write the employment practices liability insurance
FirePlus	Declined	They would need north of \$2,000,000 in premium.
Travelers	Declined	Not a market for fire districts

Arch	Declined	Declined because of losses and too many employment practices claims
MunichRe	Declined	Declined because of too many losses

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

FISCAL IMPACT

The fiscal impact is \$1,674,438.82 funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2020/2021.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$1,674,438.82 to Special District Risk Management Authority for commercial insurance.

Submitted by:

Approved by:



Gregory Casentini
Deputy Chief, Administration



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 11, 2020
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Excess Workers' Compensation Insurance –Safety National Casualty Corporation \$423,005.00

TOPIC

Disclosure of material expenditure to purchase Excess Workers' Compensation Insurance for the fiscal year ending June 30, 2021.

SUMMARY

Staff will be expending funds in excess of the Formal Purchasing Policy threshold of \$100,000.00 requiring presentation to the Board of Directors. The expenditure will be payable to Safety National Casualty Corporation in the amount of \$423,005.00.

DISCUSSION

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

Carrier	Self-Insured Retention/Limit	Annual cost
Safety National	\$3,000,000/Statutory – no cap	\$423,005.00
Chubb	Declined due to nature of exposure	
State Nat'l	Pricing not competitive	
Arch	Not writing CA Fire Districts at this time	

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

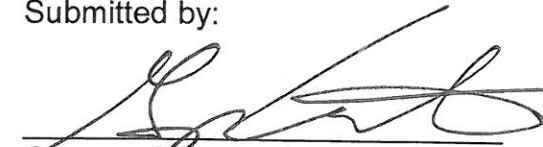
FISCAL IMPACT

The fiscal impact is \$423,005.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2020/2021.

RECOMMENDATION

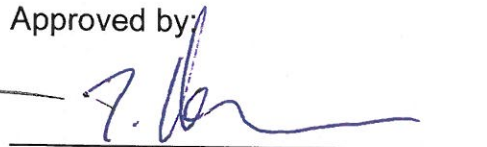
Staff recommends that the Board of Directors authorize the payment not to exceed \$423,005.00 to Safety National for Excess Workers' Compensation Insurance.

Submitted by:



Gregory Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief