



ADAM A. HOUSE
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 AGENDA

Thursday, September 28, 2023 – 6:00 PM

Sacramento Metropolitan Fire District

Fire Station 111

Engine Bay

16609 Rio Linda Blvd.

Rio Linda, California


&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

 Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

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

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 view the meeting via the Zoom Application, please click on the link above.**

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:

Marni Rittburg

Board Clerk

(916) 859-4305

rittburg.marni@metrofire.ca.gov

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

Serving Sacramento and Placer Counties

D'Elman Clark
Board President
Division 6

Grant Goold
Board Vice President
Division 2

Ted Wood
Board Secretary
Division 4

Cynthia Saylor
Board Member
Division 1

Robert Webber
Board Member
Division 3

Jennifer Sheetz
Board Member
Division 5

Brian Rice
Board Member
Division 7

Gay Jones
Board Member
Division 8

John Costa
Board Member
Division 9



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 28, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays at **6:00 p.m. on Monday, October 2, 2023** and **2:00 p.m. on Wednesday, October 4, 2023** on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

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 wishing 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 (3) 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. The 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** 5
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of August 10, 2023.
2. **Adopt Resolution – Reimbursement For Tax Exempt Debt** 11
Recommendation: Staff recommends adoption of the reimbursement Resolution.
3. **Purchase of Motorola 800 MHz Radios** 14
Recommendation: Approve the Communications Division to purchase new Motorola 800 MHz Radio Equipment from Motorola Solutions Inc. at a total cost not to exceed the budgeted amount of \$147,000.



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 28, 2023

4. **Adopt Resolution – Temporary License Agreement – Sandbag Filling Station** 16
Recommendation: Adopt Resolution authorizing the Fire Chief or his designee to execute and administer an agreement with the County of Sacramento materially similar to the Temporary License Agreement attached.
5. **Engineer Kyle E. Rutherford Station 42 Dedication** 27
Recommendation: Adopt Resolution dedicating Station 42 in memory of Engineer Kyle E. Rutherford.
6. **Captain Miguel (Mike) A. Guzman Sr. Station 42 Dedication** 28
Recommendation: Adopt Resolution dedicating Station 42 in memory of Captain Miguel (Mike) A. Guzman Sr.

PRESENTATION ITEMS:

1. **Battalion 5 Water Tender Deployment** **
(Chief Development Officer Jeff Frye & Assistant Chief Joe Fiorica)
Recommendation: Receive presentation.

REPORTS:

1. **PRESIDENT'S REPORT** — *(President Clark)*
2. **FIRE CHIEF'S REPORT** — *(Chief House)*
OPERATIONS REPORT – *(Deputy Chief Mitchell)*
ADMINISTRATIVE REPORT – *(CFO Dave O'Toole)*
SUPPORT SERVICES REPORT – *(Deputy Chief Wagaman)*
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – *(Captain Peter Votava, Local 522)*
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 Clark)*
Next Meeting: TBD
 - B. **Communications Center JPA** – *(AC Greene)*
Next Meeting: September 26, 2023 at 9:00 AM



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REGULAR BOARD MEETING

THURSDAY, SEPTEMBER 28, 2023

- C. **Finance and Audit Committee** – *(Director Wood)*
September 28, 2023 Meeting Cancelled; Next Meeting: October 26, 2023
at 5:00 PM
- D. **Policy Committee** – *(Director Costa)*
Next Meeting: October 12, 2023

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 at 10545 Armstrong Avenue, Mather, CA


- Regular Board Meeting – October 12, 2023 at 6:00 PM
- Regular Board Meeting – October 26, 2023 at 6:00 PM

Posted on September 25, 2023 by 4:30 p.m.

Marni Rittburg, CMC, CPMC

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.



Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, August 10, 2023

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:02 pm by President Clark. Board members present: Clark, Costa, Jones, Rice, Saylor, Sheetz, Webber and Wood. Board members absent: Gold. Staff present: Interim Chief Haverty, and Board Clerk Marni Rittburg.

PUBLIC COMMENTS

No public comments were received.

CONSENT ITEMS

Action: Moved by Director Jones, seconded by Wood, 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 Special Board Meetings of June 3, 2023, June 24, 2023 and June 25, 2023.

Action: Approved the Action Summary Minutes

2. **Approval of the Purchase of six (6) North Star Ambulances From Braun Northwest, Inc.**

Recommendation: Approve the Purchase of six (6) 2024 North Star Ambulances from Braun Northwest, Inc.

Action: Approved the Purchase of six (6) 2024 North Star Ambulances from Braun Northwest, Inc.

ACTION ITEMS

1. **Fire Chief Employment Agreement – Adam House**

(General Counsel John Lavra)

Recommendation: Approve the Employment Agreement.

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to approve the employment agreement.

PRESENTATION ITEMS:

1. **Swearing-In and Oath of Office to Chief Adam House**

(President Clark & Board Clerk Marni Rittburg)

Action: President Clark invited Chief House and Chief House' family to join him at the front of the room to pin his badge and collar brass. Board Clerk Marni Rittburg administered the Oath of Office. Interim Chief Haverty passed the trumpet to Chief House, signifying passing command of Metro Fire.

2. **Sacramento County and District Property Tax Update**

(CFO Dave O'Toole)

Recommendation: Receive presentation, no action required.

Action: Presentation received.

REPORTS

1. **PRESIDENT'S REPORT - (President Clark)**

No Report

2. **FIRE CHIEF'S REPORT - (Chief House)**

1. Remarks/Thank You

I want to express my thanks and gratitude for the trust and I'm truly humbled and proud to wear the Metro Fire patch for 23 years now. We have a fabulous organization and I couldn't be prouder.

2. Meetings

a. **August 2, 2x2 meeting with Rancho Cordova; topics of discussion:**

- Year-to-date call volume statistics within the City
- Overview of Fourth of July operations, events and fireworks enforcement and safety messaging.
- River rescue capabilities (American River Parkway)
- Metro Fire's partnership with the City and its Homeless Outreach Team. Metro Fire will be attending HOT collaboration meetings and connecting our Mobile Integrated Health units with the team as well. We look forward to partnering with the City and identifying how we can best support the efforts of the Team and address issues of common interest.

- b. August 3, Kyle Macdonald and I attended the annual Citrus Heights Elected Officials Reception.
- c. August 8, Kyle Macdonald and I attended the Citrus Heights Chamber Luncheon. Police Chief Alex Turcotte was the guest speaker and provided an overview on the PDs activities and efforts, and provided an opportunity for Q&A.

3. Retirements

Congratulations to Engineer Holly Wagner on her retirement on July 31, after 16 years of service.

4. Promotions

Congratulations to Jake Buzzetta for being promoted to Captain effective August 11. Captain Jake Buzzetta was introduced.

OPERATIONS REPORT (*Deputy Chief Adam Mitchell*)

1. McClellan Fire

- We responded to a fire in a large hangar at McClellan Park in the evening on Friday, July 28th. The fire went to 2 alarms. Crews overcame the complexity of the building size and construction to mitigate the fire. We worked closely with the McClellan Park management and the damage was contained to the hangar, which was under remodel.
- Crews that responded to the fire had a great after action discussion today at St. 114 to discuss the learning points from this high risk, low occurrence incident. Great job!

2. Sacramento OES Drill

- A day long large-scale drill occurred at Sacramento County OES yesterday, August 9th that involved mitigation of multiple wildfires throughout the County and an EOC activation to support the activities.
- Proud to say we had 7 command officers in attendance functioning in high level roles throughout the EOC. It was great to see so many of our uniforms in the room. Very proud of their performance, the relationships they built, and now we have 7 more officers that can integrate into the EOC when needed!

3. Rancho Cordova HOT Meeting

- Meeting attended Monday, August 7th with BC Perryman to discuss current needs and future collaboration opportunities.
- Great opportunity to build relationships. Chief Perryman spoke of the opportunity our MIH can provide them, and I have already had some follow-up discussions with Heather Cook from Rancho Cordova to get them some help on a couple items. We look forward to the next meeting.

4. EMS UPDATE

- Assistant Chief Rudnicki and Battalion Chief Perryman along with Medical Director Dr. Alex Schmalz provided a status update on the Opioid Epidemic and problems with Fentanyl on our streets. They provided a heat map of our District of where those calls occur most frequently and the responses in 2021-2022. In 2021, our District had 1,590 overdoses, in 2022 it went up 1,636 and this year we are on track to see a 10% increase.

ADMINISTRATIVE REPORT (HR Manager Melisa Maddux)

No updates from the Community Relations Division or the Finance Division.

Human Resources

TPA Contract: HR received the fully executed contract with the District's new Third-Party Administrator, next step is to meet with the Transition Team.

Transparency Certificate: Human Resources is starting the renewal process for the District's Transparency Certificate of Excellence with the Special District Leadership Foundation. The transparency certificate was part of board strategy #3 of the FY 15/16 Strategic Plan and has been updated every 2 years as a best practice.

"The purpose of the transparency certificate of excellence is to promote transparency in the operations and governance of special districts to the public and provide special districts with an opportunity to showcase their efforts in transparency."

Recruitment and Backgrounds

- Paramedic Interviews held on August 9th and all candidates were successful.
- Mechanic Interviews scheduled for 8/29, 8 candidates invited.
- Firefighter Paramedic Interviews scheduled 8/23 – 8/24, 47 candidates invited.
- Arson Investigator in Backgrounds and should be done shortly.
- 2 Administrative Specialist currently in Backgrounds (BG) for openings in EMS and Support Services.
- 1 Legislative Analyst currently in BG.
- 11 Paramedics in BG.

SUPPORT SERVICES REPORT (*Deputy Chief Tyler Wagaman*)

Facilities: Station 54 received a new gate for their wildland engine.

Fleet: Ford Motor Company will fulfill the government order which is very good news as it's been on hold for quite some time. We received three brand new Type 1 Engines.

Congratulations to Chief House and I look forward to the next chapter.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (*Captain Sean Scollard for Vice President Matt Cole*)

Moment of silence for two fallen brothers in Riverside County, Assistant Chief Joshua Bischof and Fire Captain Tim Rodriguez. Thanked the membership, both current and past for being in the room tonight. We want to express heartfelt gratitude to Interim Chief Haverty and the Board for all the hours away from your families and allowing the membership to be involved in the Fire Chief recruitment process. Also, sincere congratulations to Chief House and we couldn't be prouder and we feel he is most effective leader to have in the chair to face the current and upcoming challenges.

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 Clark)

Next Meeting: TBD

No Report.

B. Communications Center JPA – (AC Greene)

The last communication center meeting was cancelled, no report.

C. Finance and Audit Committee – (Director Wood)

No Report.

D. Policy Committee – (Director Costa)

Met this evening with a full agenda including an action item that cleaned up language on the Purchasing and Contracting Policy and two presentations; Reinstatement Policy which revised language making it easier for employees to come back that left in good standing. Also, Financial Planning and Budget Policy, which is a new policy, and the committee did ask that policy come to the Board for review and feedback at a future meeting.

BOARD MEMBER QUESTIONS AND COMMENTS

Director Saylors expressed her sincere congratulations to Chief House and that the District is moving in a very positive direction. Thank you to Chief Haverty for stepping up and guiding us. Also, thank you to the District members who continue to do a great job in this time of change.

Director Costa expressed his congratulations to Chief House and I am looking forward to everything that you will bring with your leadership. Very glad I got the chance to work with Chief Haverty, what a kind and thoughtful human being.

Director Jones stated what a high-quality meeting we have had tonight. Congratulations to Chief Adam House for taking the reins of Metro Fire. I was privileged to have worked with Chief Dan Haverty back in 1995 during a flooding disaster in our region and it's been such a wonderful pleasure working with him recently as the Interim Fire Chief.

Director Webber thanked everyone for coming out tonight and supporting Chief House. Chief Haverty was incredible in his short time here and was able to move several projects forward.

Director Rice congratulations to Chief House, you have a great foundation to build on and as I look around the room and see all of the retirees that built this agency. Please stick together to support Chief House and each other and his leadership team.

Director Wood everything has already been said. Chief Dan Haverty was the right sole for the time period and a big thank you to him. Chief House you have an immense responsibility and you have our confidence.

Director Sheetz great operations report from EMS AC Jon Rudnicki, BC Scott Perryman and Doctor Schmalz, thank you, we are providing the right care at the right time. Chief Dan Haverty it was wonderful working with you and you are such a role model. Chief House, very excited to continue working with you in your new role as Chief.

President Clark not much I can add. Very optimistic for the future of Metro Fire with Chief House and the wonderful crews we have. Condolences and prayers to the residents of Maui and the Firefighters fighting the fires on the island.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2023-08-10-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

D'Elman Clark, President

Ted Wood, Secretary

Marni Rittburg, CMC, Board Clerk



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

DATE: September 28, 2023
TO: Board of Directors
SUBJECT: Resolution 2023-XXX: Reimbursement For Tax Exempt Debt

TOPIC

Staff recommends adoption of the attached reimbursement resolution to reimburse the Sacramento Metropolitan Fire District ("District") for funds that have been or may be expended prior to issuing tax-exempt debt. The recommended action is in anticipation of the District entering into a capital lease transaction to fund the purchase of budgeted capital expenditures.

DISCUSSION

In order to legally reimburse expenditures made prior to the issuance of tax-exempt debt, a reimbursement resolution must be in place pursuant to U.S. Treasury regulation Section 1.150-2. Adoption of a reimbursement resolution does not bind the District to issuing future debt. Instead, a reimbursement resolution allows the District to use its own funds for capital expenditures and later repay itself from the financing proceeds.

Purchases made after the reimbursement resolution adoption and those made no more than 60 days prior to adoption are eligible for reimbursement. Staff anticipates the recommendation to finance not more than \$2,500,000 of capital purchases in accordance with the Capital Improvement Program (CIP) and the FY 2023/24 Final Budget. The capital purchases expected to be financed and received in the current fiscal year includes medics, medic remounts, a Type V engine, and a service truck.

FISCAL IMPACT

Adoption of the resolution will allow reimbursement of qualified District expenditures up to \$2,500,000. These purchases are included in the District's FY 2023/24 Final Budget.

RECOMMENDATION


Staff recommends adoption of the attached reimbursement resolution.

Submitted by:



Dave O'Toole
Chief Financial Officer

Approved by:



Adam A. House
Fire Chief

ATTACHMENTS:

Attachment 1: Resolution



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL AND OTHER EXPENDITURES FROM THE PROCEEDS OF PROPOSED INDEBTEDNESS

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District expects to expend some of its own funds to purchase the Capital Assets (Reimbursement Expenditures) prior to the issuance of indebtedness for the purpose of financing costs associated with the Capital Assets on a long-term basis; and

WHEREAS, the District reasonably expects that the debt obligations for the Capital Assets will be issued in total for not more than \$2,500,000 and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Metropolitan Fire District, as follows:

1. Compliance with Treasury Regulations

This declaration is made solely for purposes of establishing compliance with requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any Capital Asset expenditure or incur any indebtedness.

2. Intent to Reimburse the District from Proceeds of Indebtedness

The District hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures as follows:

- a) The District will allocate the proceeds of such debt obligations to Reimbursement Expenditures no later than 18 months after the latter of (i) the date the cost is paid or (ii) the date the Capital Asset is placed in service or abandoned (but in no event more than three (3) years after the cost is paid).

- b) The District intends, and reasonably expects, to be reimbursed with the proceeds of the Debt for expenditures made on and after July 30, 2023, which date is no more than 60 days prior to the date hereof.

3. Effective Date

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

DATE: September 28th, 2023
TO: Board of Directors
SUBJECT: Purchase of Motorola 800 MHz Radios

TOPIC

Board authorization for the Communications Division to purchase Motorola 800 MHz Mobile Radios for installation in new vehicles.

DISCUSSION

The Communications Division needs to procure radio equipment for new vehicles budgeted for purchase during the 2023/24 fiscal year. The radio equipment will be purchased from Motorola Solutions Inc. through a sole source purchase.

Metro Fire is a subscriber to Sacramento County's Motorola 800 MHz Radio System and utilizes Motorola 800 MHz Radios for two-way voice communication between field units and dispatch. Motorola has a Master Contract (#WA00034181) with the County of Sacramento for the purchase of Motorola Public Safety Radios compatible with this system. These Public Safety radios are not available through another vendor.

FISCAL IMPACT

This purchase will not result in additional Discretionary General Funding. Funding for this purchase is included in the 2023/24 Fiscal Year Final Budget as part of the Capital Improvement Plan (CIP) and allocated to the Communications Division to purchase these radios.

RECOMMENDATION

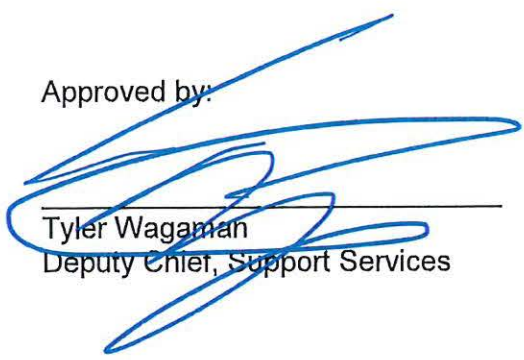
Staff recommends the Board to approve the Communications Division to purchase new Motorola 800 MHz Radio Equipment from Motorola Solutions Inc. at a total cost not to exceed the budgeted amount of \$147,000.

Submitted by:



Steve Jordan
Communications Manager

Approved by:



Tyler Wagaman
Deputy Chief, Support Services



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ADAM A. HOUSE
Fire Chief

DATE: September 28, 2023
TO: Board of Directors
SUBJECT: Adopt Resolution – Temporary License Agreement – Sandbag Filling Station

TOPIC

Approval requested for granting a Temporary License Agreement to the County of Sacramento Department of Water Resources (DWR) for a sandbag filling station at Station 116 in Elverta.

BACKGROUND

The Sacramento Metropolitan Fire District received a request from the County of Sacramento DWR to access and use a portion of the Station 116 site as a community sandbag site for flood protection during the winter season.

DISCUSSION

The District supports DWR's flood protection efforts and believes the proposed use is consistent with the District's mission and vision. As such, staff worked with DWR to negotiate the attached Temporary License Agreement (Agreement) for DWR's use. Authorized use is limited to November 1st – May 1st annually for the purpose of sandbag filling. The term of the Agreement shall renew annually unless terminated by the District or DWR.

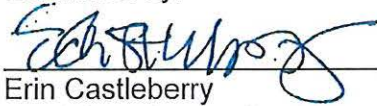
FISCAL IMPACT

Provided the DWR's use is consistent with the authorized use described in the Agreement, rent for the Agreement is waived, therefore there is no fiscal impact associated with the Temporary License Agreement.


RECOMMENDATION

Staff recommends that the Board adopt the attached Resolution authorizing the Fire Chief or his designee to execute and administer an agreement with the County of Sacramento materially similar to the Temporary License Agreement attached.

Submitted by:


Erin Castleberry
Administrative Analyst

Approved by:


Jeff Frye
Chief Development Officer

ATTACHMENTS:

Attachment 1: Resolution
Attachment 2: Temporary License Agreement



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A TEMPORARY LICENSE AGREEMENT WITH THE COUNTY OF SACRAMENTO

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District is the owner of certain real property located at 7995 Elwyn Avenue in Elverta, California ("Property"); and

WHEREAS, the County of Sacramento's Department of Water Resources ("DWR") desires to enter into a Temporary License Agreement ("Agreement") to use a portion of the Property as a community sandbag site for flood protection during the winter season; and

WHEREAS, the proposed use is consistent with the Fire Protection District Law (Health & Safety Code §13800, specifically §13862(f)); and

WHEREAS, the District desires to grant the Agreement for such purposes.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby authorize the Fire Chief or his designee to execute and administer a Temporary License Agreement with the County of Sacramento.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2023. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (Agreement) is dated for reference purposes as of September 1st, 2023, and is entered into by and between the SACRAMENTO METROPOLITAN FIRE DISTRICT hereinafter called District and the COUNTY OF SACRAMENTO, hereinafter called County. District hereby grants to County a license to use District property, as defined below.

WHEREAS, District is the owner and operator of Fire Station #116 which is located at 7995 Elwyn Avenue in Elverta, and the District's Board of Directors has the right to grant access to and use of, Station #116 for temporary use; and

WHEREAS, County's Department of Water Resources (DWR) desires to enter into this Agreement with the District to use the Station #116 premises as a community sandbag site for flood protection during the winter season; and

WHEREAS, the proposed use of the property is consistent with The Fire Protection District Law (Health & Safety Code §13800, specifically §13862(f)); and

WHEREAS, District agrees to allow County to temporarily use Station 116 premises for such purposes; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties desire to enter into this Agreement:

1. Premises: The following Premises are permitted for use and accepted by County in their "as-is" condition and without any expressed or implied representations or warranties of any kind whatsoever. The Premises are shown on Exhibit A, attached hereto and incorporated herein by this reference, and more particularly described as:

- Approximately three thousand (3,000) square feet of paved space at Station #116.

2. Term: This Agreement shall be effective as of the date executed by all parties in Section 30, below, and shall annually renew unless terminated in accordance with the provisions stipulated herein or as extended upon written notice by the Fire Chief (Term).

3. Termination: Either party may, upon prior written notice to the other of at least ten (10) business days, terminate this Agreement without cause. However, if there are extenuating circumstances that could not have been foreseen, this Agreement may be terminated immediately upon written request from County, and approval of such by the Fire Chief, and both parties shall have no further obligations with respect to this Agreement.

If County is in default of its obligations herein, County or Fire Chief may, in addition to all other rights, give written notice terminating this Agreement at any time, with such termination to be effective three (3) calendar days from the date of receipt of such notice. If the Fire Chief reasonably believes that continuing operation by County will threaten the security, safety, or health of others, or if County fails to maintain the insurance coverage required herein, or if County does not comply with applicable law, this Agreement may be terminated without prior notice and the permitted activities must be immediately halted.

4. **Authorized Use:** County, its subcontractors, and authorized agents shall use the Premises as a sandbag filling station from November 1st through May 1st, and for no other purpose. In no event shall County's use of the Premises extend beyond May 1st without prior written approval from the Fire Chief. In conjunction with the County's use, County may supply and use two metal storage containers.

County, its employees, agents, sub-contractors, guests, invitees, trainees, suppliers of materials, furnishers of services, and any authorized representatives shall have rights of ingress and egress with respect to the following areas: 1) Station #116 parking lot; and 2) the Premises.

Any additional use or activity on the Premises must be requested in writing and approved in advance by the Fire Chief.

County's use of the Premises shall at all times be in accordance with and comply with all applicable federal, State, and local laws, regulations, and ordinances.

5. **Rent:** Provided County's use remains consistent with the District's enabling act under Health & Safety Code §13800, et seq., Rent for this Agreement shall be waived.

6. **Security Deposit:** The security deposit required for this Agreement shall be waived.

7. **Limitations:** County shall use the Premises in accordance with the following limitations and all other applicable terms, promises, conditions, and covenants contained herein. County:

- a) Shall exercise reasonable care in the operation of the community sandbag site, the ingress and egress of individuals, vehicles, property, and or equipment used in conjunction with the operation of the site, and reasonable care for the safety of the public, County employees and employees of the District.
- b) Shall not access any other part of Station #116 other than what is specifically identified on Exhibit A herein.
- c) Shall not in any way obstruct, injure, or interfere with the rights of others.
- d) Shall not allow any sale by auction on the Premises, unless approved in writing in advance, by the Fire Chief.
- e) Shall not use or allow Station #116 to be used for any improper, immoral, or unlawful purpose.
- f) Shall not obstruct the sidewalks, roadways, or passageways adjacent to the Premises or elsewhere.
- g) Shall not allow smoking within twenty (20) feet of any door.
- h) Shall not park in any areas not approved by the Battalion Chief (Battalion 5).

8. **Utilities:** If applicable, County shall be responsible for County's proportional direct or allocated cost of utilities: electrical, water, sanitary sewer, and fire monitoring as billed by District. County agrees that any and all charges for such services shall be paid within fourteen (14) days of receipt of invoice from

District. District shall not be liable to County for any interruption or curtailment of any utility service, nor shall any such interruption or curtailment.

9. Interest on Late Payments: If County is in arrears for seven (7) or more days on any payment due pursuant to the terms of this Agreement, County shall pay District interest thereon from the date such rents, fees, or charges became payable through the date of payment, at the rate of one and one-half percent (1.5%) per month or the maximum legal rate if such rate is less.

10. Additional Fees, Charges, and Rentals: County shall pay to District additional fees, charges, and rentals in the event of any of the following:

- a) District has paid any sum or sums, or has incurred any obligation or expense, for which County has agreed to pay or reimburse District, or for which County is otherwise responsible pursuant to applicable laws or regulations;
- b) District is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect, or refusal of County to perform or fulfill any of the promises, terms, conditions, or covenants required of it herein; and/or
- c) Monies are due pursuant to any separate permit or written agreement between the parties not contained herein.

County's obligations pursuant to this Section shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by County, which may be added by County to any installment of fees, charges, and rents payable herein. Each and every part of such payment by County shall be recoverable by County in the same manner and with like remedies as if it were expressly set forth herein.

For all purposes under this Section and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by District for, or in connection with, any work done or material furnished shall be prima facie evidence against County that the amount of such payment was necessary and reasonable.

County shall pay any and all monies due to District pursuant to this Section within thirty (30) days following demand thereof, or within the time specified by applicable ordinance, resolution, or minute order of County.

11. Expenses: County shall bear any and all costs and expenses associated with this Agreement and the permitted use of the Premises.

12. Surrender/Restoration: County shall peaceably surrender possession of the Premises upon expiration or sooner termination of this Agreement, remove all personal property, and return the Premises to District in as good of condition as when received, reasonable wear and tear excepted. Should County fail to remove its personal property in a manner satisfactory to the District, District may, at its sole election, upon written notice to County: 1) consider such personal property abandoned and may dispose of same at the expense of County; or 2) after thirty (30) days of such expiration, declare the personal property of County to be vested in the District.

13. **Damage:** County shall be responsible for any personal injury or damage to the Premises caused by its activities while on the Premises. No work performed by County shall cause any unreasonable interference of District's activities or use by District of Premises. County shall undertake all activities hereunder to minimize any damage or destruction of any appurtenances of District. Any and all activities on the Premises must directly respond to best management practices for site cleanliness, pollution prevention, and waste classification of soil for disposal. The provision of this Section shall survive the expiration or termination of this Agreement.

14. **Indemnification:** To the fullest extent allowed by law, County shall indemnify, defend, and hold harmless District, its governing Board, officers, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of County, its officers, agents, employees, invitees, volunteers, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of County, or for which County is legally liable under law regardless of whether caused in part by an Indemnified Party. County shall not be liable for any Claims arising from the negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code. This indemnification shall not be limited by the types and amounts of insurance or self-insurance maintained by County or County's contractors. Nothing in this Indemnification shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnification shall survive the expiration or termination of this Agreement.

15. **Compliance with Laws:** In the prosecution of the use covered by this Agreement, County shall comply with all applicable federal, State, and local laws, regulations, and enactments. In addition, County shall comply with all applicable federal, State, and local occupational safety and health acts and regulations. If any failure by County to comply with any such laws, regulations, and enactments shall result in any fine, penalty, cost, or charge being assessed, imposed, or charged against County, County shall reimburse and indemnify District of any such fine, penalty, cost, or charge, including without limitation, attorney's fees, court costs, and expenses (except environmental fines and penalties which shall be handled in accordance with Section 18). The provisions of this Section shall survive the expiration or termination of this Agreement.

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

17. **Attorney's Fees and Costs:** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party shall be responsible for its own attorney's fees and costs.

18. **Environmental Fines and Penalties:** Notwithstanding the foregoing, County shall assume responsibility for and payment of any fines or penalties levied on either County or the District by any governmental authority (Authority) for breaches of the Authority's environmental regulations resulting from the operations or actions on the Premises by County. In addition, it is understood that, during the course of the activities allowed by this Agreement, the environmental regulations implemented or

imposed by the Authority may change. County specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on County or the District. The provisions of this Section shall survive the expiration or termination of this Agreement.

19. Site Maintenance: County shall at its sole cost and expense perform maintenance and repair related to County's activities, including but not limited to:

- a) Care for the Premises, including the approaches thereto and all appurtenances of the Premises, to ensure dust and trash control at all times. County shall comply with haste for all requests by the District to eliminate trash or other debris.
- b) Provide pest control as necessary.
- c) Provide all maintenance necessary to ensure Premises are kept reasonably litter-free.
- d) Be solely responsible for the cost of any repair or maintenance to the Premises resulting from the negligent acts or omissions of County, its officers, agents, employees, invitees, suppliers, or contractors. In the event of such damage, District may elect to perform such repair or maintenance itself, at District's sole cost and expense, or require County to perform the same at County's sole cost and expense. Provided, however, if such repair or maintenance is not of an emergency nature, as determined by the Fire Chief in his sole discretion, District shall give County fifteen (15) days advance written notice of its election in such matter.

County agrees to take good care of the Premises and to return the same at the termination of this Agreement in as good condition, or better, as when received, excepting ordinary wear and tear and natural decay.

20. Maintenance Responsibility of District: District has no maintenance responsibilities under this Agreement. Premises are permitted for use and accepted by County in their "as is" condition.

21. Improvements or Alterations: No improvements or alterations of any kind, shall be erected, placed, assembled, constructed, or permitted on the Premises without a prior written submittal of the proposed project to the Fire Chief. Upon review of the proposal, the Fire Chief will provide County a written response and direction for the proposed project. County shall pay for all contractor services and all materials for any approved alteration of, or improvement to, the Premises, and shall permit no lien or claim to be filed or prosecuted against District on account of such labor and materials furnished.

22. Insurance: County agrees to maintain insurance or be legally self-insured for general liability (\$1,000,000.00), Automobile/vehicle (\$1,000,000.00), and workers compensation \$1,000,000.00.

23. Successors and Assigns: This Agreement shall bind the successors and assigns of District and County in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

24. Notices: Notices required herein (with the exception of advance notice to access Premises) shall be in writing and served personally, sent via regular U.S. Mail or overnight courier. Any notice mailed pursuant to this Section shall be presumed to have been deemed received by the addressee five (5)

business days after deposit of same in the mail to the address below. The parties shall have the right, by giving ten (10) days advance written notice to the other, to change the addressee or address at which its notices are to be received.

District

Sacramento Metropolitan Fire District
Planning & Development
10545 Armstrong Ave, Suite 300
Mather, CA 95655

County

County of Sacramento
Department of Water Resources
10151 Florin Rd
Sacramento, CA 95829

25. **Amendments:** Modifications or amendments to the terms of this Agreement shall be in writing and executed by all parties.

26. **Interpretation and Enforcement:** Interpretation and enforcement of this Agreement shall be governed by laws of the State of California.

27. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, permits, and understandings between the parties relating to such subject matter.

28. **Not an Interest in Real Property:** County acknowledges the Agreement does not convey any interest in real property now or in the future.

29. **Statement Regarding a Certified Access Specialist**

Pursuant to California Civil Code §1938, the District states that the Premises:

- Have not undergone an inspection by a Certified Access Specialist (CASp).
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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30. **By mutual agreement, District and County hereby agree to the terms and conditions of the Agreement as expressly set forth herein.**

SACRAMENTO METROPOLITAN FIRE DISTRICT, an autonomous Special District established under California Health and Safety Code Section 13800

"District"

Date: _____

By: _____

Adam A. House
Fire Chief

COUNTY OF SACRAMENTO, a political subdivision of the State of California

"County"

Date: _____

By: _____

Title: _____

Reviewed and Approved:

By: _____

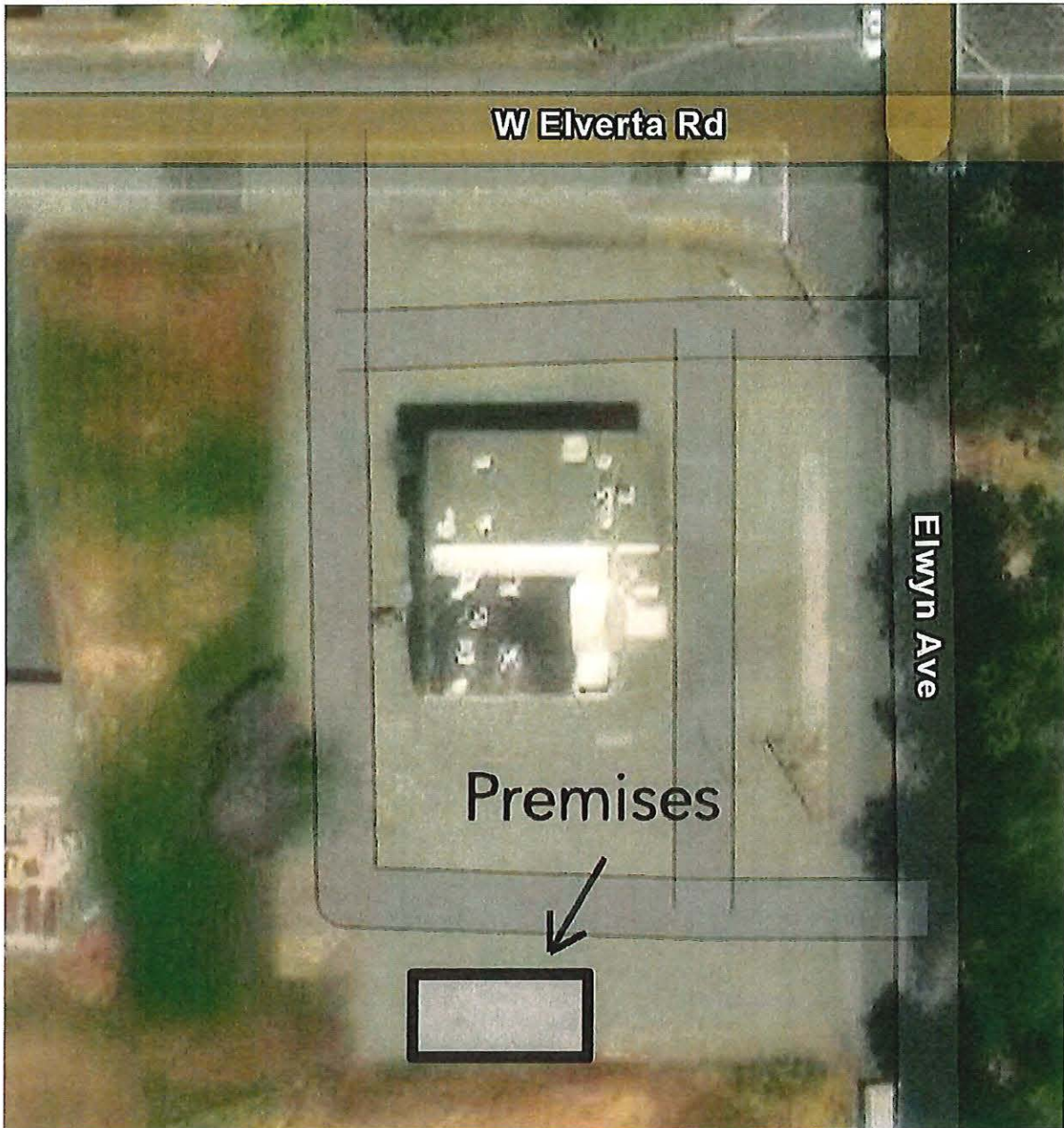
General Counsel

Attachments:

Exhibit A – Premises

EXHIBIT A

Premises



Resolution for Kyle E. Rutherford Station 42 Dedication

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wishes to dedicate Station 42 in memory of Kyle E. Rutherford, who passed away Thursday, March 20, 2021, at the age 38 from injuries sustained while reporting for duty, in Grass Valley, California; and

WHEREAS, Kyle E. Rutherford served for 6 years with the Sacramento Metropolitan Fire District. He was an honorable Firefighter, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 42, located on North Haven, proudly serving the Sacramento community of North Highlands; and

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of Kyle E. Rutherford.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Kyle E. Rutherford for his countless contributions and the support he provided for the Fire service and public safety by dedicating Station 42 in his honor.

BE IT FURTHER RESOLVED, that this foregoing Resolution No. 2023-XXX was passed and adopted on the 28th day of September 2023, by the Sacramento Metropolitan Fire District Board of Directors.

D'Elman Clark, Board President

Marni Rittburg, Board Clerk

Resolution for Miguel A. Guzman, Sr. Station 42 Dedication

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wishes to dedicate Station 42 in memory of Miguel A. Guzman, who passed away Thursday, March 16, 1999, at the age of 43 from injuries sustained while on duty, in Sacramento, California.

WHEREAS, Miguel A. Guzman served as a firefighter for 22 years. He was an honorable Firefighter, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 42, located on North Haven, proudly serving the Sacramento community of North Highlands; and

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of Miguel A. Guzman.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Miguel A. Guzman for his countless contributions and the support he provided for the Fire service and public safety by dedicating Station 42 in his honor.

BE IT FURTHER RESOLVED, that this foregoing Resolution No. 2023-XXX was passed and adopted on the 28th day of September 2023, by the Sacramento Metropolitan Fire District Board of Directors.

D'Elman Clark, Board President

Marni Rittburg, Board Clerk