

Todd Harms Fire Chief

Cinthia Saylors Board President Division 1

D'Elman Clark Board Vice President Division 6

Walt White Board Secretary Division 9

Grant Goold Board Member Division 2

Randy Orzalli Board Member Division 3

Ted Wood Board Member Division 4

Jennifer Sheetz Board Member Division 5

Matt Kelly Board Member Division 7

Gay Jones
Board Member
Division 8

# 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, February 24, 2022 – 6:00 PM Sacramento Metropolitan Fire District 10545 Armstrong Avenue Board Room – Second Floor Mather, California

Remotely Via Zoom Phone: (669) 900-6833 Webinar ID: 876 6209 9904# Passcode: 070 510 665#

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. Per the State of Emergency effective March 2, 2020, the Board of Directors of the Sacramento Metropolitan Fire District proclaimed that a local emergency exists, and authorized remote teleconference meetings from January 27, 2022 through February 25, 2022 pursuant to Brown Act provisions.

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

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

Melissa Penilla Board Clerk (916) 859-4305 penilla.melissa@metrofire.ca.gov

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



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#### REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 24, 2022

**CALL TO ORDER** 

**ROLL CALL** 

#### PLEDGE TO FLAG

#### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, February 28<sup>th</sup> at 6:00pm and Wednesday, March 2<sup>nd</sup> at 9:00am on Channel 14; Webcast at **metro14live.saccounty.net**.

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

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

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

#### **CONSENT ITEMS**

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

CONS 1.	SENT ITEMS Action Summary Minutes Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of February 10, 2022.	Page No. 6
2.	Capital Improvement Program Policy Recommendation: Adopt the proposed Capital Improvement Program policy and corresponding changes to the Reserve Funding Policy and Capital Asset Policy.	12
3.	Parking Lot Lease – 7629 Greenback Lane Recommendation: Authorize the Fire Chief or his designee to execute the lease agreement for 7629 Greenback Lane.	30
PRES 1.	ENTATION ITEMS  James O. Page EMS Leadership Award - David Massengale (Battalion Chief Brian Gonsalves)	35

Recommendation: Receive presentation, no action required.



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# **REGULAR BOARD MEETING AGENDA**

THURSDAY, FEBRUARY 24, 2022

2.	Fiscal Year 2020/21 Annual Comprehensive Financial Report (ACFR)  (Dave O'Toole, Chief Financial Officer and Ingrid Sheipline, CPA)  A. Annual Comprehensive Financial Report (ACFR)	<b>36</b>
	** Recommendation: Receive Presentation. No action required.  B. Compliance Report  Recommendation: Receive Presentation. No action required.	39
	C. Appropriations Limit Testing	50
	<ul> <li>Recommendation: Receive Presentation. No action required.</li> <li>D. Governance Letter</li> <li>Recommendation: Receive Presentation. No action required.</li> </ul>	53
3.	2021 Community Annual Report (CAR) and 2020 GFOA Award (Dave O'Toole, Chief Financial Officer)  Recommendation: Receive presentation, no action required.	57
4.	Community Risk Reduction Division Update (Chrishana Fields, Deputy Fire Marshal)	*
	Recommendation: Receive presentation, no action required.	
ACTIC 1.	California Senate Bill 1205 Compliance Report (Deputy Fire Marshal Fields and Supervising Inspector Schmidt) Recommendation: Adopt a Resolution acknowledging receipt of the annual report regarding the inspection of public and private schools and certain residential occupancies for CY 2021.	79
2.	Sale of Real Property – 6131 Kenneth Avenue (Jeff Frye, Chief Development Officer) Recommendation: Authorize the Fire Chief or his designee to effect the sale of 6131 Kenneth Avenue to Country Hill Montessori, Inc.	82
3.	2021 Sacramento County Local Hazard Mitigation Plan Adoption (Deputy Chief Bailey) Recommendation: Adopt a Resolution approving the 2021 Sacramento County Hazard Mitigation Plan.	96
4.	911 Ambulance Surge Protection Agreement (Deputy Chief Mitchell and Assistant Chief Law) Recommendation: Approve the emergency ambulance surge protection agreement.	153
5.	Guidelines for Observing Negotiations Meetings (President Saylors) Recommendation: Review the guidelines and complete a query of observers.	173



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#### REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 24, 2022

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Ratification of Resolution to Extend Teleconference of Board 6. Meetings (Government Code 54953(e) (3)) (President Saylors) Recommendation: Consider adopting a Resolution which would extend the ability to teleconference without compliance of Government Code paragraph (3) of subdivision (b) of section 54953 from February 24, 2022-March 25, 2022 or until further re-ratified.

#### REPORTS

- PRESIDENT'S REPORT—(President Saylors)
- 2. FIRE CHIEF'S REPORT—(Fire Chief Harms) **OPERATIONS' REPORT** – (DC Mitchell)
- 3. SMFD - FIREFIGHTERS LOCAL 522 REPORT - (BC Matt Cole, Local 522 Vice President)
- **COMMITTEE AND DELEGATE REPORTS** 4.

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

Executive Committee – (President Saylors)

Next Meeting: TBD

B. **Communications Center JPA** – (DC Wagaman)

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

C. California Fire & Rescue Training JPA – (Chief Harms)

Report Out:

February 17, 2022 at 10:00 AM March 16, 2022 at 10:00 AM

Next Meeting: Location:

3121 Gold Canal Drive

Mather, CA 95670

D. Finance and Audit Committee – (Director Orzalli)

Report Out:

February 24, 2022 at 5:30 PM

**Next Meeting:** 

**TBD** 

E. Policy Committee – (Director Goold)

Next Meeting: TBD

#### **BOARD MEMBER QUESTIONS AND COMMENTS**

# **CLOSED SESSION**

Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

A. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Sacramento Area Fire Fighters Local 522

**B.** District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Battalion Chiefs Bargaining Group,

Sacramento Area Fire Fighters Local 522



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#### REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 24, 2022

**C.** District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Administrative Support Personnel (ASP)

Affiliate of Sacramento Area Fire Fighters Local 522

**D.** District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Safety Senior Management, Management

and Unrepresented Confidential Employees

E. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

REPORT OUT FROM CLOSED SESSION

Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees

# **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 - March 10, 2022 at 6:00 PM

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

ANTICIPATED AGENDA ITEMS: FY 2021/2022 Mid-Year Budget

Posted on February 18, 2022

Melissa Penilla, Clerk of the Board

\* No written report

\*\* Separate Attachment

#### **DISABILITY INFORMATION:**

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



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, February 10, 2022 Remotely Via Zoom

#### **CALL TO ORDER**

The meeting was called to order at 6:00 pm by President Saylors. Board members present: Clark, Goold, Jones, Kelly, Saylors, Sheetz, White, and Wood. Board members absent: Orzalli Staff present: Chief Harms, General Counsel Lavra, and Board Clerk Penilla

Asked for a moment of silence honoring Captain Fortuna from Stockton Fire, and Matt Brabo from Cal Fire.

# **PUBLIC COMMENT:**

Tom Arjil with Alpha One commented on presentation item 3, the 911 Ambulance Surge Protection Agreement. He is concerned with Section 6 of the agreement, and notified the Board Alpha One will not be able to sign the agreement with this language in place. He encourages staff to continue having additional dialogue, specifically related to protocols.

After a brief discussion, on a motion by Goold, seconded by Kelly, and carried unanimously by member present, to move consent item two to the action calendar, and will be heard as action item number three.

# **CONSENT ITEMS**

**Action:** Moved by Kelly, seconded by Clark, and carried unanimously by members present to adopt the consent calendar as follows:

1. Action Summary Minutes

**Recommendation**: Approve the Action Summary Minutes for the Regular Board meeting of January 27, 2022.

Action: Approved the Action Summary Minutes.

2. Revision to Positions and Authorization Document

**Recommendation:** Approve the revised position authorization document. **Action:** Item removed from consent calendar and moved to action items, refer to action item number three.

# PRESENTATION ITEMS

1. Firefighters Burn Institute (Joe Pick, Executive Director)
Recommendation: Receive presentation, no action required.

Action: Presentation received, no action taken.

2. 15 Years of Service to Director Clark (Chief Harms)

Recommendation: Receive presentation, no action required.

Action: Presentation received, no action taken.

3. 911 Ambulance Surge Protection Agreement (Assistant Chief Law)

Recommendation: Receive presentation. No action required.

Action: Presentation received, no action taken.

#### **ACTION ITEMS**

1. FY2019 Homeland Security Grant Program – Urban Area Security
Initiative (UASI) Grant Acceptance (Erin Castleberry, Administrative Specialist)
Recommendation: Adopt Resolutions approving the grant acceptance and budget amendment.

**Action:** On a motion by Jones, seconded by Wood, and carried unanimously by the members present to adopt Resolution Nos. 2022-009 and 2022-010.

2. Notice of Award – 908devices (UASI19 Portable High Pressure Mass Spectrometer) (Erin Castleberry, Administrative Specialist)
Recommendation: Approve the purchase of the MX908 Handheld High Pressure Mass Spectrometer from 908devices.
Action: On a motion by Jones, seconded by Clark, and carried unanimously by the members present to approve the purchase.

Revision to Positions and Authorization Document (Deputy Chief Bailey)
Recommendation: Approve the revised position authorization document.
Action: On a motion by Kelly, seconded by Jones, and carried unanimously by the

members present to approve the revised PAD.

The board recessed to closed session at 7:20 PM.

#### **CLOSED SESSION**

3.

1. Pursuant to California Government Code Section 54956.9 (a) –One (1) matter of Workers Compensation Compromise and Release.

Thomas Neville and the Sacramento Metropolitan Fire District Claim # SMDI – 548343; SMDI – 548191; SMDI -548227; SMDP - 549815 – Workers Compensation Settlement Authority – Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

**Action:** Moved by Wood, seconded by Sheetz, and carried (Aye: Clark, Goold, Jones, Kelly, Saylors, Sheetz, and Wood; Absent: Orzalli and White) to give the District's third party negotiator settlement authority.

2. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Sacramento Area Fire Fighters Local 522

B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Battalion Chiefs Bargaining Group, Sacramento Area Fire Fighters Local 522

C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Administrative Support Personnel (ASP)

Affiliate of Sacramento Area Fire Fighters Local 522

**D.** District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore Employee Organization: Safety Senior Management, Management and Unrepresented Confidential Employees

E. District Negotiator:

Jack Hughes, Liebert Cassidy Whitmore

Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees

Action: The Board took no reportable action.

The board reconvened to open session at 8:54 PM.

#### REPORTS

PRESIDENT'S REPORT—(President Saylors) 1. No report.

# FIRE CHIEF'S REPORT—(Fire Chief Harms)

Sadly, Chief Harms shares that he recently attended two funerals. The first was for Elk Grove police officer Tyler Lenehan, and the second was for Stockton Fire Captain Max Fortuna.

# Promotion

Effective January 31st - BC Kim Fong

# Reassignment

Effective January 31st - Battalion Chief Brian Gonsalves was selected to fill the EMS Day Battalion Chief assignment.

# Fill the Boot – Chief's Challenge

Chief Harms was able to bring the trophy back to Metro Fire. Most importantly, the event raised over \$200,000 for the Firefighter's Burn Institute.

#### **Political Update**

Chief Harms invited Jeff Frye to share political activity on federal and state issues related to the fire service. Jeff shares that January was relatively quiet in Washington D.C. and Sacramento, which is typical for this time of year.

Looking back to December, the advisor report highlighted the bills and how they can benefit the fire service. The Build Back Better piece allows agencies to focus on getting money for structural fire station needs, and has been put off until spring. The Fire Station Construction Grants Acts allows agencies to rebuild based on current code, so we are looking at that piece as well.

Related to Cap-to-Cap, the Public Safety Team is carrying the two papers from the fall virtual trip.

As for the state level, local policy advisors are going through the governor's budget, especially the \$45 - \$60 billion surplus. We are hopeful some of that money can be allocated to local level needs. There is \$1.3 billion allocated for pandemic relief, and we are working with elected

February 10, 2022 Board Meeting Action Summary Minutes

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officials to have access to those dollars as well. Executive Staff and many others have been working on wall times, 201 rights, fireworks, and wildfires.

New bills are due on February 18<sup>th</sup>, and we anticipate a couple thousand new bills. Once released, they will be reviewed and determined where the focus needs to be moving forward.

# OPERATIONS' REPORT – (DC Mitchell) COVID

Currently, 16 total members off as of this afternoon, 10 of the members off are line personnel, 6 professional staff. All 16 off are COVID positive, which is still trending in the right direction for us. He is happy to report that today we are fully staffed in operations.

# **Engineer Exam**

Phase 2 of the engineer exam finished up today. Final phase is the week of February 21st.

# **Stockton Coverage**

Captain Max Fortuna of Stockton Fire was killed during a tragic incident in the early morning hours of January 31<sup>st</sup>. That morning Stockton reached out for assistance, we responded with a task force of four engines and a battalion chief to assist with coverage during the day, and remained for the overnight hours with two engines and a battalion chief as they continued to deal with his death.

Shortly after our Sacramento Regional IMT was requested, and we approved the activation of the team to assist in developing plans for coverage and the celebration of life. During the celebration of life on February 8th, we sent an engine, truck, and battalion chief for 24 hours of station coverage so the members of Stockton Fire had time pay their respects. We also had numerous members attend the services.

Captain Matt Brabo's celebration of life is scheduled for tomorrow at Bayside Church.

# **Statistics**

There have been 3,661 total incidents since our last report on January 27, 2021, which is down a little bit since the last report. This averages to 262 calls per day. 65% of calls were EMS related incidents, and 143 were fire incidents which averages to 10 calls per day

# 3. SMFD - FIREFIGHTERS LOCAL 522 REPORT

Local 522 Vice President Matt Cole thanks the Board for recognizing the members we have shared a moment of silence for, and asks that we have a moment of silence honoring Steve McCann from LA County. He echoes the previous comments related to membership being there in support of Stockton Fire.

VP Cole thanks the membership for working down to fill mandatories. He also reported 37 members were testing in Phase 2 of the engineer's exam. He wishes everyone best of luck as they move on to phase 3.

He thanked the Board for being so assessable since he took office. He also appreciates their visits to the fire stations, and the crews really appreciate making connections. He looks forward to continuing to work together, and looks forward to closing the gaps.

February 10, 2022 Board Meeting Action Summary Minutes

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#### **COMMITTEE AND DELEGATE REPORTS** 4.

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

Executive Committee – (President Saylors)

Report Out:

Thursday, February 10, 2022 at 5:00 PM

Approved the observer during negotiations guidelines with a few edits from

General Counsel.

Next Meeting: TBD

**Communications Center JPA** – (DC Wagaman) B.

> Wednesday, February 10, 2022 at 10:00 AM Report Out:

Recently met on three action items related to large invoices for the Westnet gear, all three were approved. Additionally, CSD Fire appointed the General Manager as their delegate, with Chief Rodriguez as the alternate. They remain incredibly busy, still showing trends similar to 2021.

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

California Fire & Rescue Training JPA – (Chief Harms) C.

Next Meeting: February 17, 2022 at 10:00 AM

Location:

3121 Gold Canal Drive

Mather, CA 95670

Finance and Audit Committee - (Director Orzalli) D.

Next Meeting: February 24, 2022 at 5:30 PM

Policy Committee – (Director Goold) E.

Report Out:

February 10, 2022 at 5:30 PM

Met earlier appointed a chair and vice chair, along with appointing Director Sheetz as the alternate. They reviewed five management policies related to data.

Next Meeting: TBD

# **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Jones thanks everyone for their participation and professional work.

Director Kelly appreciates the presentations from AC Law and Joe Pick. He also congratulates Director Clark on serving the board for 15 years.

Director Sheetz congratulates Chief Harms on the success at Fill the Boot - Chief's Challenge and thanks Joe Pick for sharing the stories. She thanks AC Law for her presentation, and congratulates Director Clark on 15 years.

Director Wood echoes the sentiments of other Directors. He thanks Joe Pick for sharing the heartfelt stories. He would love to see the crews receiving the accolades, as it is so nice to see the community reaching out to say thank you.

Director Goold also echoes the sentiments of fellow Directors. He congratulates Director Clark on 15 years. He ends his comments tonight with a thank you to the men and women of Metro Fire, especially those who welcomed him into their fire stations.

February 10, 2022 Board Meeting Action Summary Minutes

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Director White wishes all of the candidates in the engineer exam process the best of luck on the next phase. He congratulates Chief Harms for the success in the Chief's Challenge, and Director Clark for serving 15 years. Lastly, he attended the Guns and Hoses football game where the Fire Dogs took the victory with a 7-3 win. He thanks everyone for their time and dedication to this event, which is now in its 48<sup>th</sup> year.

Director Clark thanks staff for their presentations, and the men and women of Metro Fire. He also thanks his fellow Directors, who work so hard, for the kind words.

Director Saylors echoes the comments of her fellow Directors.

**ADJOURNMENT** 

The meeting was adjourned at 9:26 pm.	
Cinthia Saylors, President	Walt White, Secretary
Melissa Penilla Board Clerk	



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Fire Chief

DATE:

**TODD HARMS** 

February 24, 2022

TO:

**Board of Directors** 

**SUBJECT:** Capital Improvement Program Policy

# **TOPIC**

Establish a Capital Improvement Program Policy and make corresponding changes to the Reserve Funding Policy and Capital Asset Policy.

# DISCUSSION

Staff recommends adoption of a Capital Improvement Program (CIP) Policy which will organize, facilitate, and memorialize capital needs and goals in order to efficiently and transparently develop and support the physical infrastructure of the District. Rigorous and methodical evaluation of facility, apparatus, and equipment needs and financing options will ensure that existing and future capital needs are met, in compliance with the District's strategic plan and financial resources.

The CIP Policy defines a capital improvement project as any expenditure for facilities, improvements, apparatus, or equipment with a cost greater than \$50,000 and an expected useful life of at least one year, and provides other related definitions of funds.

The CIP will be updated annually and presented for the board to consider alongside the preliminary budget. The CIP will include a five-year forecast, incorporating known costs of planned capital projects over that period. The submittal process and criteria are explained in the policy, as well as the review process for submitted projects. Finally, the contents of the annual CIP are identified and defined.

The CIP Policy establishes procedures and definitions that require corresponding modifications to the Capital Asset Policy and Reserve Funding Policy. The changes to the capital asset policy link the capital asset policy to the CIP policy by ensuring that the capital asset schedule of intended purchases for the fiscal year includes the CIP, and documents that the CIP is part of the budget process.

The Reserve Funding Policy changes include corresponding modifications to definitions where capital projects are addressed, to include "apparatus, equipment, and the construction, rehabilitation, and improvements to District facilities and properties." Additionally, the changes to definitions clarify the reserve fund source and how development impact fee revenues may be used.

# **FISCAL IMPACT**

There is no fiscal impact associated with the establishment of a Capital Improvement Program, however the establishment of such policy is expected to improve clarity and planning for the capital elements of the District's annual budget process.

# RECOMMENDATION

Staff recommends that the Board of Directors approve the Capital Improvement Program Policy and corresponding updates to the Reserve Funding Policy and Capital Asset Policy.

Submitted By:

Dave O'Toole

Chief Financial Officer

Approved By:

Todd Harms Fire Chief

# Sacramento Metropolitan Fire District **BOARD POLICY**

POLICY TITLE:

Capital Improvement Program Policy

OVERSIGHT: Administration

POLICY NUMBER: TBD

EFFECTIVE DATE:

REVIEW DATE: TBD

# Background

The Sacramento Metropolitan Fire District's (District) Capital Improvement Program (CIP) organizes, facilitates, and memorializes capital needs and goals in order to efficiently and transparently develop and support the physical infrastructure of the District. Rigorous and methodical evaluation of facility, apparatus, and equipment needs and financing options will ensure that existing and future capital needs are met, in compliance with the District's strategic plan and financial resources.

# Purpose

This policy defines the process to identify and plan for funding of capital projects in order to ensure timely acquisition and replacement of needed capital assets, improvements, and facilities.

# Scope

This policy is applicable to all District personnel involved in planning for the District's capital needs.

# **Definitions**

- Capital Project: Any expenditure for facilities, improvements, apparatus, or 1. equipment with a cost greater than \$50,000 and an expected useful life of at least one year. These projects include apparatus and equipment acquisition and replacement; improvements to District facilities; and the construction or rehabilitation of District properties and facilities including feasibility studies, land acquisition, architecture and engineering, and other associated planning costs.
- Capital Facilities Fund: A separate accounting for budgeting and reporting 2. purposes used to track expenditures for capital outlay not associated with new development.
- Capital Improvement Program (CIP): A multi-year program and plan that identifies 3. capital projects necessary for the implementation of the District's various long-range plans including the Standards of Cover, Growth Plan, Facility Condition Assessment, and Apparatus and Equipment Replacement Schedule. The CIP includes a five-year projection, including a one-year funding recommendation, and financing options.
- Development Impact Fee CIP Reserves: Reserves accumulated for the purchase 4. of infrastructure to support new or expanding development. These reserves include funding from Development Impact Fees and General Fund transfers.
- General Fund: For budgeting and reporting purposes, Metro Fire records all 5.

transactions in the General Fund that are not specifically accounted for in any other fund. The other funds include the Capital Facilities Fund, the Leased Properties Fund, the Grant Fund, the Development Impact Fees Fund, and the Intergovernmental Transfer (IGT) Fund.

- 6. Grant Fund: For budgeting and reporting purposes, Metro Fire records all grant related revenue and expenditures in the Grant Fund, in accordance with Federal grant rules and regulations.
- 7. Leased Properties Fund: For budgeting and reporting purposes, Metro Fire records all transactions for real property owned by the District but leased to other entities in the Leased Properties Fund.

# Policy

It is the policy of the District to prepare a Capital Improvement Program (CIP) that outlines capital needs of the District that:

- Are responsive to the changing needs of the District.
- Demonstrate excellence in quality and value.
- Enable District staff to carry out their duties in an efficient and customer-focused manner.
- Provide a healthy, safe, secure, productive, and equitable environment for our employees in order to promote efficient service delivery.

The CIP incorporates and is consistent with District master plans, Board of Directors goals, and other long-range plans of the District. Capital projects may be funded from capital improvement funds, development impact fees, grant funding, or debt financing, with operational costs funded by the General Fund.

Since capital projects may span multiple fiscal years, the CIP details anticipated annual capital expenditures for a five-year period. This allows the District's Board of Directors to regularly revisit the plan and project progress, and better anticipate future needs.

The CIP is updated annually, and a one-year CIP budget is included in the District's annual budget. The remaining four years of the five-year CIP provide a look-ahead of capital projects, including anticipated costs and funding sources. The recommendation to incur new indebtedness may be included in the annual CIP budget, and requires approval by the Board of Directors.

# **Procedures**

# PLAN DEVELOPMENT

The development of the CIP is a coordinated effort across the District, with the capital project planning process overseen by the Planning and Development Division and the finance and budget process elements overseen by the Finance Division. Plan development includes the following:

 Divisions submit capital project requests by submitting Capital Project Initiation Forms to the CIP administrator in the Planning and Development Division.

- Capital Project Initiation Forms document the project description, timeline, procurement type, funding amount, funding source, impact on operations, any relevant ties to other projects, project justification, and related supporting information.
- The CIP administrator compiles all submitted requests and works with the Finance Division to package the requests into the draft CIP.

# CAPITAL PROJECT EVALUATION AND PRIORITIZATION

Capital project requests will be evaluated and prioritized as follows:

- The CIP Committee (Committee), made up of representatives from the Finance, Planning and Development, and Purchasing divisions, reviews all proposed capital projects submitted for the upcoming fiscal year.
- The Committee determines whether or not the District has the capacity to complete all or a portion of each proposed project within the upcoming fiscal year; whether or not each proposed project is ready for execution in the upcoming fiscal year; and determines a ranking for each proposed project according to the District's goals and objectives.
- Primary evaluation criteria for capital projects includes alignment with strategic plans, statutory and regulatory considerations, and impact on service delivery.
- Other considerations may include impact on operating costs, secondary financial impacts, management and oversight implications, and impact on constituents and stakeholders.
- After evaluation, the CIP Committee submits a proposed CIP, including a one-year CIP budget, to the Fire Chief for consideration in conjunction with the preliminary budget review process.

# 3. PLAN ADOPTION AND CIP BUDGET APPROVAL

- The proposed CIP is reviewed annually by the Fire Chief, Deputy Chiefs, and Chief Financial Officer as part of the preliminary budget review process.
- The Fire Chief may recommend to fund, partially fund, or not fund any given project based the criteria and considerations outlined in Section 2.
- Upon review, the CIP, including the one-year CIP budget, is presented to the Board of Directors for adoption on or before June 30 concurrent with the preliminary budget approval process.
- The CIP budget is reviewed annually and projects that span multiple fiscal years must be submitted for each year that funding is requested.
- Once the CIP budget is approved by the Board, budgeted funds are restricted for their intended use.

# 4. ORGANIZATION OF THE CIP DOCUMENT

The CIP document is organized by the following sections:

- Introduction Provides the Fire Chief's transmittal letter and District's organizational profile.
- CIP Overview and Summary

   Provides the purpose and background of the CIP, describes the CIP planning and development process, summarizes the five-year capital needs, and outlines year-one capital projects.

- Financing Plan Provides the capital budget overview and revenue assumptions, summary displays by project type and revenue source, debt service schedule, and operating and maintenance costs by spending category.
- Capital Project Details by Priority and Type Provides the high priority project details, and shows projects by type (property acquisition, new construction, facility remodel/expansions, facility maintenance/repair, apparatus and equipment replacement, other miscellaneous projects).
- Appendices Provides additional information to understand the CIP, including the budget calendar, glossary and acronyms list, Board resolutions, and capital project list index.

# References

- Sacramento Metropolitan Fire District, Reserve Funding Policy 01.008.02, revised as of April 22, 2021
- Sacramento Metropolitan Fire District, Capital Asset Policy 01.015.02, revised as of December 14, 2017
- 3. Sacramento Metropolitan Fire District, Purchasing and Contracting Policy, 01.010.02, revised as of June 12, 2014
- 4. City of Thousand Oaks, Capital Improvement Program Policy, 14.006, revised as of November 6, 2017
  - 5. Government Finance Officers Association of United States and Canada, Best Practice for Capital Budget Presentation. (https://www.gfoa.org/materials/capital-budget-presentation)
  - 6. Government Finance Officers Association of United States and Canada, Best Practice for Capital Planning Policies (https://www.gfoa.org/materials/capital-planning-policies)

# Sacramento Metropolitan Fire District BOARD POLICY

POLICY TITLE: Reserve Funding Policy OVERSIGHT: Administration

POLICY NUMBER: 01.008.01 EFFECTIVE DATE: 08/08/13 REVIEW DATE:

# Background

Best financial practices call for establishing a formal reserve policy. This Reserve Funding Policy will serve to formalize the current practices, establish the need for further reserves, set appropriate reserve level targets, and specify the process and procedures for reserve monitoring and use.

# Purpose

This policy establishes target reserve levels necessary for maintaining Metro Fire's credit worthiness and helps with both short-term and long-term planning. Reserves allow Metro Fire to adequately provide for loss of significant revenue sources (e.g., tax receipts or Development Impact Fees), infrastructure funding, local disasters, unfunded mandates, workers' compensation self-insurance claims, and debt obligation security.

A minimum reserve target level protects Metro Fire from reducing service levels when there are temporary revenue shortfalls or unpredicted one-time expenditures. Inevitably, there will be negative economic cycles and having these reserves buffers their impact. A maximum reserve target level is essential to ensure that only necessary reserve funds are accumulated.

The Reserve Funding Policy will also provide guidance for achieving target levels, use of reserves, and later replenishment of reserves.

# Scope

This Reserve Funding Policy will cover all funds and all types of reserves.

# **Definitions**

- Actuarial Present Value: For Metro Fire, this is the amount presently required to fund the post-retirement medical benefits for retirees and their dependents in the future.
- Assigned Fund Balance: A classification of Fund Balance intended to be used by the government entity for specific purposes, however, does not meet the criteria to be classified as restricted or committed. Metro Fire currently does not have any assigned fund balances.
- 3. **Bond Indenture:** A bond indenture is a legal document issued to lenders and describes key terms such as the interest rate, maturity date, convertibility, pledge, promises, representations, covenants, and other terms of the bond offering.

- 4. **Bondholders:** Investors who lend money to the bond issuer in return for interest and future repayment.
- 5. California Employer's Retiree Benefit Trust (CERBT): CERBT is Metro Fire's trust fund managed by the California Public Employees' Retirement System (CalPERS).
  - a. CalPERS maintains a separate trust fund to benefit Metro Fire retirees.
     CERBT is accumulating and investing funds for post-retirement medical premiums.
  - b. Amounts cannot be removed from CERBT except to pay retiree premiums.
  - c. CERBT is a separate legal entity. As such, CERBT assets are only disclosed in Metro Fire's audited financial statements, and not included in Metro Fire's Governmental Fund balance sheet assets.
- 7. Capital Facilities Fund: A separate accounting for budgeting and reporting purposes used to track expenditures for capital outlay not associated with new development.
- 8. Capital Improvement Program (CIP): A multi-year plan that identifies needed capital projects and equipment, provides a planning schedule, and financing options.
- 9. CIP Reserves: Reserves accumulated for the purchase of <a href="mailto:nequipment">new apparatus</a>, <a href="mailto:nequipment">equipment</a>, and the construction, rehabilitation, and improvements to District <a href="mailto:facilities">facilities</a> and properties infrastructure. Funding is from Development Impact Fees <a href="mailto:and-transfers">and General Fund transfers</a>. These reserves are comprised of the reserves from both the Capital Facilities Fund and the Development Impact Fees Fund.
- 10. Capital Replacement Reserves: Reserves accumulated to fund <u>assets including</u> replacement of existing infrastructure apparatus, equipment, and the construction, rehabilitation, and improvements to District facilities and properties when the asset's useful life has ended. This is accounted for in the Capital Facilities Fund.
- 11. **Committed Fund Balance:** A classification of Fund Balance. Committed Fund Balance amounts can only be used for specific purposes as determined by a formal action of the Metro Fire Board of Directors.
- 12. **Debt Service Reserves:** Money generally from bond proceeds that is set aside for additional security to be ondholders. This is a restricted reserve and documentation of the requirement is in the be ond illustration.
- 13. **Development Impact Fee:** A fee charged by Metro Fire to mitigate the costs associated with property acquisitions, site preparation, design, construction, and equipping of fire stations that will serve new or expanding development within Metro Fire's service areas. This fee serves to protect the health and safety of the general public and preserve lives and property, and is authorized by California Government Code Section 66000 et seq.

- 14. **Development Impact Fees Fund:** A separate accounting for budgeting and reporting purposes used to track Development Impact Fee collection and spending. The reserves in this fund are used for new capital needed to serve new or expanding development.
- Dry Period Funding: Dry period funding is a borrowing from the County of Sacramento. Dry Period Funding is automatically activated should Metro Fire have a negative cash position from July through the last Monday in April. The County Treasurer will cover Metro Fire's negative cash up to 85% of anticipated tax collections. Metro Fire must have positive cash balances from the last Monday in April until fiscal year end.
- 16. **Fund Balance:** Governmental Fund balance sheet assets less liabilities, equals fund balance. Accountants distinguish up to five separate categories of fund balance, based on the extent to which the government is bound to honor specific purposes spending constraints.
  - These five categories are: Non-spendable Fund Balance, Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance (all separately defined herein).
- 17. **Funding Policy Contribution (FPC):** A level of funding that if paid on an ongoing basis is projected to cover post-retirement medical explicit subsidies for current employees and amortize any unfunded actuarial liabilities over a period not to exceed 30 years.
- 18. **Early Debt Extinguishment Reserves:** Reserves accumulated to retire the Pension Obligation Bonds at the earliest dates allowed under the Bond Indenture.
- 19. **General Fund:** For budgeting and reporting purposes, Metro Fire records all transactions in the General Fund that are not specifically accounted for in any other fund. The other funds include the Capital Facilities Fund, the Leased Properties Fund, the Grant Fund, the Development Impact Fees Fund, and the Intergovernmental Transfer (IGT) Fund.
- 20. **General Fund Operating Reserves:** These are Unassigned Reserves accounted for in the General Fund that are used for unexpected costs, revenue shortfalls, and smoothing cash flow prior to the receipt of expected revenue. In particular, cash flow is needed prior to the receipt of property taxes in January, May and June.
- 21. **Governmental Fund Financial Statements:** Governmental Fund Financial Statements report using the modified accrual basis of accounting and generally reports financial resources collected and used within 90 days of fiscal year end. Capital assets are expenditures when purchased.
- Statements are reported using the accrual basis of accounting. The Statement of Net Assets in the Government-Wide Financial Statements include all capital assets, and the Statement of Activities shows annual depreciation of the capital assets.

- 23. **Grant Fund:** For budgeting and reporting purposes, Metro Fire records all grant related revenue and expenditures in the Grant Fund.
- 24. **Intergovernmental Transfer (IGT) Fund:** For budgeting purposes, Metro Fire records all transactions associated with Medi-Cal intergovernmental transfers in the IGT Fund.
- 25. **Labor Agreements:** All agreements with Local 522, along with resolutions and employment agreements passed by the Board of Directors covering unrepresented employees.
- 26. Leased Properties Fund: For budgeting purposes, Metro Fire records all transactions for surplus real property in the Leased Properties Fund. In addition, real property temporarily not in use is also recorded in this fund. Rent from these properties offsets non-operating expenditures such as utilities and special assessments.
- 27. **Net Budgeted General Fund Operating Expenditures**: Current year budgeted operating expenditures in the General Fund, adjusted to exclude one-time expenditures and include transfers out for ongoing expenditures.
- 28. **Non-spendable Fund Balance:** A classification of Fund Balance. Non-spendable Fund Balance amounts cannot be spent because they are not in spendable form or cannot be spent because legally or contractually are required to be maintained intact. Examples of Non-Spendable Fund Balance are inventory and prepaid items.
- 29. **Pension Obligation Bonds:** Bonds issued by Metro Fire in 2004 to pay down unfunded pension liabilities with CalPERS and the Sacramento County Employee Retirement System (SCERS).
- 30. Reserve Analysis: Comparing actual reserve levels to target reserve levels.
- 31. **Restricted Fund Balance:** A classification of fFund bBalance. Restricted Fund Balance amounts can only be spent for specific purposes, which are stipulated outside the control of Metro Fire's Board of Directors by State law, granting entities, legal agreements, or enabling legislation, etc. Restricted Fund Balance examples are grant funds, debt proceeds, and Development Impact Fees.
- 32. **Self-Insurance Reserves:** Reserves accumulated for the payment of workers' compensation claims.
- 33. **Unassigned Fund Balance:** A classification of <u>f</u>Fund <u>b</u>Balance. Any <u>f</u>Fund <u>b</u>Balance amounts not classified as Restricted Fund Balance, Committed Fund Balance, and Assigned Fund Balance.

Policy

# Unassigned Fund Balance

- a. General Fund Operating Reserves will be used for unexpected costs or revenue shortfalls.
  - The minimum amount of General Fund Operating Reserves shall be 1.8 months of Net Budgeted General Fund Operating Expenditures (15%).
     Metro Fire is able to operate with this minimum amount due to a County of Sacramento "Dry Period Funding" credit line used in anticipation of property tax receipts.
  - II. The maximum amount of General Fund Operating Reserves shall be 6 months of Net Budgeted General Fund Operating Expenditures (50%) as reflected in the most current Metro Fire budget. This amount would allow Metro Fire the cash flow needed to operate without the County of Sacramento "Dry Period Funding" credit line.

# 2. Committed Fund Balance

- a. Metro Fire is self-insured for most workers' compensation claims, and maintains excess coverage for extraordinary claims of \$3 million or more. This coverage amount may be adjusted each budget cycle.
  - To allow for future payment of workers' compensation claims, the minimum General Fund Self-insurance Reserves should equal the most recent short-term liability disclosed in Metro Fire's Audited Financial Statements.
  - II. The maximum General Fund Self-insurance Reserve should equal the most recent total liability of unpaid claims and expenses as reported in the most recent Audited Financial Statements.
- b. Reserves should be accumulated to replace existing infrastructure upon the end of the assets' useful life. Capital Replacement Reserves should be in keeping with the Metro Fire CIP.
  - I. The minimum Capital Replacement Reserves should be equivalent to the annual depreciation in Metro Fire's most recent audited Government-Wide Financial Statements.
  - II. The maximum Capital Replacement Reserves should be equal to the accumulated depreciation in Metro Fire's most recently audited Government-Wide Financial Statements.
- c. The District's Pension Funding Bonds Early Payoff Policy, 01.014.02, adopted in 2008 and revised in 2017, extinguishes the Pension Obligation Bonds at the earliest dates allowed under the Bond Indenture, to avoid the interest rate associated with the variable rate securities. Each year additional reserves will be budgeted pursuant to the Pension Funding Bonds Payoff Schedule incorporated within the revised Early Payoff Policy.

- I. The minimum amount of Early Debt Extinguishment Reserves should be the beginning balance plus the annual deposit amount calculated according to the procedures outlined in the Early Payoff Policy.
- II. The maximum amount of Early Debt Extinguishment Reserves should be the total outstanding Pension Obligation Bond principal due to the Bondholders.

# 3. Restricted Reserves

- a. Development Impact Fees Fund CIP-Reserves will be accumulated to fund Metro Fire's new infrastructure-apparatus, equipment, and the construction, rehabilitation, and improvements to District facilities and properties needed to maintain Metro Fire's service level standards. CIP funding will-may be be from the Development Impact Fees that mitigate the impact of new development. All Development Impact Fee amounts collected are restricted in use until such time as they are spent on capital outlay as provided for in State law. Capital spending over and above the Development Impact Fees should be provided as a transfer from the General Fund.
  - The minimum CIP <u>Development Impact Fee rReserves</u> shall be 10% of the current year's planned CIP expenditures in the <u>Development Impact</u> <u>Fee Fund</u>. These reserves are a buffer for deviations in bid amounts or construction costs.
  - II. The maximum CIP Reserves shall be the amount needed to fully fund the CIP plan projects funded from the Development Impact Fee Fund.
- b. Bondholders and other lenders require Debt Service Reserves to provide additional security for obligations due to them from Metro Fire. Metro Fire will maintain at all times the Debt Service Reserve levels provided for in all outstanding debt and capital lease agreements.

#### 4. Trust Fund

- a. Post-retirement medical insurance coverage is currently, and will continue to be, pre-funded in CERBT:
  - I. At a minimum, an amount should be the cumulative of Funding Policy Contributions plus earnings. This amount is reported to Metro Fire by CERBT on a quarterly basis.
  - II. At a maximum, an amount should be accumulated in CERBT to equal the Actuarial Present Value. This amount is determined by Metro Fire's actuary in its most recent Actuarial Valuation of Other Post-Employment Benefits.

# 5. Transition to Target Reserve Amounts

a. Any budgeted Unassigned Reserve amounts remaining at fiscal yearend will initially be General Fund Operating Reserves. The Board of Directors

- will review appropriate levels and uses for reserves during the budget process and may reclassify reserves as deemed appropriate.
- b. When reclassifying reserves, consideration will be made to all Metro Fire contractual obligations including the agreements with Local 522.

# 6. Use of Reserves

- a. Operating and Self-Insurance Reserves can be used at any time to meet cash flow requirements and Workers' Compensation claims, respectively. Authority to use the funds should be consistent with Metro Fire's budget, Purchasing and Contract Policy, and Labor Agreements. Any other use requires authorization of the Board of Directors.
- b. The Board of Directors will authorize use of Capital Replacement and CIP Reserves during the budget process. Capital Replacement and CIP Reserves are also available for unplanned (unbudgeted) capital replacement. Authorization for the use of Capital Replacement Reserves for unplanned capital replacement will be consistent with Metro Fire's Purchasing and Contract Policy.
- c. Early Debt Extinguishment and Debt Service Reserves use, is limited to the repayment of principal and interest of the related debt obligations.
- d. CERBT Reserves will be used exclusively for the payment of retiree medical premiums and CERBT management fees.

# **Procedures**

- 1. The Chief Financial Officer shall perform a Reserve Analysis to be submitted to the Board of Directors upon the occurrence of the following events:
  - a. Board of Directors' budget deliberations; or
  - b. When changes are made to the amount of Workers' Compensation self-insurance excess insurance coverage; or
  - c. When updated Post-Retirement Medical or Workers' Compensation actuarial valuations are issued; or
  - d. When a major change in conditions threatens the targeted reserve levels established within this policy.
- 2. If the Reserve Analysis indicates projected or actual reserve levels are not within the target levels outlined in this policy, the following shall be included with the analysis:
  - a. An explanation of why reserve levels are not at the targeted level, and;
  - b. A course of action to bring reserve levels within the minimum and maximum levels prescribed.

# References

- 1. Sacramento Metropolitan Fire District, Pension Fund Bonds Early Payoff Policy, 01.014.02 revised as of September 28, 2017.
- 2. Sacramento Metropolitan Fire District, Purchasing and Contracting Policy, 01.010.02, revised as of June 12, 2014.
- 3. Government Finance Officers Association of United States and Canada, Best Practice for Appropriate Level of Unrestricted Fund Balance in the General Fund.
- 4. Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, effective for fiscal years June 30, 2011 and later.

# Sacramento Metropolitan Fire District BOARD POLICY

BOARD POLIC

Capital Asset Policy

**OVERSIGHT:** Finance

POLICY NUMBER: 01.015.02 EFFECTIVE DATE:

07/07/99 REVIEW DATE:

12/14/17

# Background

POLICY TITLE:

The objective of the Capital Asset system is to provide a tool for controlling property acquisition, availability, and disposal.

# Purpose

Define procedures concerning the acquisition, inventory, disposal, and tracking of Capital Assets and Non-Capital Inventoried Equipment.

# Scope

This policy is applicable to all Sacramento Metropolitan Fire District (District) personnel involved in the acquisition, inventory, disposal, and/or accounting of Capital Assets and Non-Capital Inventoried Equipment.

# Definitions

- Capital Assets: Capital Assets are assets with an individual cost of \$5,000 or more and a useful life of at least one year. Capital Assets include Land, Buildings, Equipment, and other related improvements.
- 2. Land and Land Improvements: Land consists of all parcels acquired by purchase or donation. Land includes all infrastructure, with the exception of roadbeds, easements, and rights-of-way, regardless of the cost. Land Improvements are permanent improvements to land that have a limited useful life (e.g., fences, parking lots, retaining walls, sidewalks).
- 3. **Buildings:** Buildings are permanent structures and other related improvements placed onto District owned or leased land. Building alterations are considered Capital Assets when they increase the value or life of the building.
- 4. **Equipment:** Equipment is moveable personal property of a relatively permanent nature and of significant value. Relatively permanent nature should be interpreted as having an expected useful life of at least one year, and significant value should be interpreted as a unit cost of at least \$5,000.
- 5. **Non-Capital Inventoried Equipment:** Non-Capital Inventoried Equipment is equipment tracked for inventory purposes but not capitalized for accounting purposes, including:
  - a. All firearms with a cost less than \$5,000.
  - b. All electronic equipment including, but not limited to cameras, computer hardware, photocopiers, fax machines, video or projection equipment,

recording or transcribing machines, and two-way radios, with a cost of at least \$1,000 but less than \$5,000.

6. Capitalizable Cost: The cost or, if acquired by donation, the appraised value or estimated fair market value on the date received. It also includes all ancillary charges to place the asset into its intended location and condition for use.

# Policy

It is the policy of the District that a Capital Asset accounting system be established, implemented and maintained which will provide:

- 1. Guidelines for the accountability and financial and physical control of all District assets; and
- 2. Consistent and uniform procedures and transactions for accounting of Capital Assets throughout the District; and
- Compliance with the requirements of the Code of Federal Regulations and any other funding entity requirements for grant-funded purchases.

# **Procedures**

- ACCOUNTING FOR CAPITAL ASSETS
  - a. For Land, the Capitalizable Cost includes the purchase cost or the appraised value on the date of the donation as well as land preparation costs (excavation, grading, etc.) that will have an indefinite useful life.
  - b. For Buildings, the Capitalizable Cost includes the cost or project cost, or, if acquired by donation, the appraised value of all buildings, permanent structures, and monuments. It also includes the cost of fixtures attached to and forming a permanent part of buildings and improvements.
  - c. The Capitalizable Cost of Equipment includes the purchase price less discounts received; freight charges; sales, use and transportation taxes; and installation charges. If acquired by donation, the cost capitalized shall be the appraised value or estimated fair market value at the date of donation.
  - d. Capital Leases include all arrangements to lease Land, Buildings, or Equipment with the District intending to assume ownership rights when the lease is paid off. If a purchase would normally meet the Capital Asset criteria, as stated above, it will be accounted for as a Capital Asset regardless of the financing method used.
  - e. Construction in progress is the cost of construction work undertaken but not yet completed. Finalized costs on completed construction projects, including vehicle and apparatus purchases, will be capitalized to the appropriate Capital Asset account.

- f. Maintenance and repairs are expenditures which neither materially add to the value of property nor appreciably prolong its life, but merely keep it in an ordinary efficient operating condition. Maintenance and repair costs shall not be capitalized.
- g. Improvements are expenditures that materially add to the value of the property or equipment by increasing their utility (through increased capacity or serviceability) or appreciably extend the total estimated useful life. The cost of capitalized expenditures should be added to the book value of the asset where the original cost of a component being improved can be specifically identified.
- h. Additions are new and separate units, or extensions of existing units, and are considered to be Capital Assets.

# INVENTORY

- a. All Equipment and Non-Capital Inventoried Equipment must be tagged with an assigned, unique control number for tracking purposes.
- b. The District shall complete a physical inventory of all Capital Assets and Non-Capital Inventoried Equipment biennially, and when deemed necessary due to special circumstances.
- c. All Equipment purchased with grant funds must also be tagged with grant identification and must be inventoried according to Code of Federal Regulations or other funding entity requirements.

# 3. BOARD OF DIRECTORS APPROVAL

- a. A Capital Asset schedule of intended purchases for the fiscal year, including those included in the Capital Improvement Program (CIP), shall be submitted with the Preliminary Budget. The Capital Asset schedule shall include the description of the asset/project, the amount required for the purchase, and the budget account to be expended.
- b. Obligations for Capital Assets are not deemed appropriated until the adoption of the Preliminary Budget by the Board of Directors. Any subsequent changes to the Capital Asset schedule can be submitted in the Final Budget, Mid-year Budget, CIP development process, or through adoption of a separate budget amendment.

# DISPOSAL OF CAPITAL ASSETS

- a. District division managers are authorized to declare Capital Assets within their division as surplus or non-serviceable property.
  - For grant-funded Equipment, prior approval to begin the disposal process must be received from the funding agency.
- Upon making such a declaration, the District division manager shall establish a current market value for each Capital Asset declared surplus or non-serviceable and forward that information to the Finance Division. The

Finance Division shall evaluate the information provided by the division manager, make modifications where deemed appropriate, and compile the information in detail for presentation by the division manager.

- c. The division manager shall prepare the staff report to the Board of Directors in the approved format. Detail presented to the Board of Directors shall include: inventory number, description, reason for recommendation, market value, historical cost, and recommended method of disposal (e.g., district surplus sale, donation, County of Sacramento surplus sale).
- d. The Board of Directors shall adopt a resolution authorizing the retirement of the Capital Asset declared surplus or non-serviceable before staff may dispose of the item.
- e. The division manager will arrange for disposal of Capital Assets declared surplus or non-serviceable as determined under this policy.
- f. Removal from District's Capital Asset records shall occur according to the following guidelines:
  - I. After appropriate Board of Directors' action to declare surplus, all Land, Land Improvements, and Buildings shall be removed from District Capital Asset records when sold or disposed of by other means.
  - II. After appropriate Board of Directors' action to declare surplus, all Equipment shall be removed from District Capital Asset records when declared surplus.



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TODD HARMS Fire Chief

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT:

Parking Lot Lease - 7629 Greenback Lane

#### DISCUSSION

The Sacramento Metropolitan Fire District's (District) Academy 22-1 will begin training at Station 21 on February 28, 2021 with a total of 50 recruits. Due to the large size of the academy, the District is in need of an additional parking area to accommodate recruits. Staff reached out to the owner of the adjacent property and negotiated a lease agreement for a vacant parcel directly adjacent to Station 21, which would meet the District's additional parking needs.

Lease Details:

Term Commencement:

February 28, 2022

Term:

Four (4) Months (through July 1, 2022)

Monthly Rent:

\$1,500.00

Security Deposit:

\$1,500.00 (refundable)

#### **FISCAL IMPACT**

The cost of the lease will be \$6,000 with an initial security deposit of \$1,500.00 to be refunded at term expiration. These costs will be paid out of the Training Division budget.

#### RECOMMENDATION

Staff recommends the Board of Directors authorize the Fire Chief or his designee to execute the attached lease agreement.

Submitted by:

Jeп ह्nye र Chief Development Officer Jon Rudnicki

Assistant Chief, Training Division

# Parking Lot Lease

THIS LEASE AGREEMENT ("Lease") is dated this 9<sup>th</sup> day of February, 2022, by and between Gabor and Octavia Kovac ("Lessor"), and Sacramento Metropolitan Fire District, an autonomous Special District established under California Health and Safety Code Section 13800 ("Lessee").

In consideration of the mutual covenants in this Lease, Lessor and Lessee agree as follows.

1. The Premises. Lessor leases to Lessee, and Lessee takes from Lessor, the following property located in Citrus Heights, California:

A 17,651 square foot vacant lot located at 7629 Greenback Lane (APN# 243-0150-012-0000) as shown on the attached Exhibit A ("Premises").

- 2. Term The term of this Lease ("Term") shall commence upon February 28, 2022 and run for an initial term through July 1<sup>st</sup>, 2022, unless terminated earlier in accordance with this Lease.
- 3. Use. Lessee shall use the Premises as a parking lot. Lessee shall not use or allow others to use the Premises for any other purpose without the prior written consent of Lessor, which consent will not be unreasonably withheld.
- 4. Rent. Effective upon the commencement of the Lease, Lessee shall pay Lessor rent in the amount of fifteen hundred dollars per month (\$1,500/month), payable on the fifteenth (15<sup>th</sup>) day of the following month in which the parking spaces were used.
- 5. Security Deposit. Lessee shall pay Lessor a refundable deposit of \$1,500.00 for use of the Premises. The deposit shall be returned to Lessee upon the termination of the Lease.
- 6. Maintenance and Repair. Lessor is solely responsible for all maintenance and repair of the Premises and shall keep the Premises in a neat and safe condition. Lessor and Lessee shall not store or release any hazardous or toxic substances of any kind at the Premises. Lessor shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises.
- 7. Assumption of Risk. Parking is solely at the risk of the vehicle owner. Lessor is not assuming any risk. Any security, if necessary, is to be provided by Lessee.
- 8. Condition. Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in AS IS condition without any representation from Lessor as to its condition or suitability for Lessee's intended use. If a condition subsequently arises, including a hidden defect, which substantially interferes with Lessee's use of the Premises, Lessee may terminate the Lease by providing 30-days written notice to Lessor.
- 9. Alterations. Lessee shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld..
- 10. Liability; Indemnification. Each party agrees that they shall indemnify, defend and hold the other party and its governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and

Pak 6

costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the other party, the members of its governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. It is the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected and appointed officials, officers, directors, employees, representatives, agents, subcontractors, and volunteers. These indemnification provisions shall survive the termination of the Lease.

11. Insurance. Lessee shall maintain at all times commercial general liability insurance insuring Lessor and Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises as a result of Lessee's use thereof. The policies shall cover such risks and be in such amounts as Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00).

Lessee's insurance shall be issued by an insurer licensed to do business in the State of California and shall contain a waiver of subrogation endorsement. Lessee shall deliver to Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by Lessor, which certificates shall show Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to Lessor.

- 12. Assignment; Sublease. Lessee may assign this Lease and Lessee may sublease the Premises in whole or in part with Lessor's written approval which shall not be unreasonably withheld.
- 13. Lessor's Right of Access. Lessor and Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide Lessee with advance notice. Lessor shall use reasonable efforts to minimize any disruption of Lessee's activities.
  - 14. Default. Each of the following shall constitute an Event of Default:
  - Lessee fails to maintain at all times the insurance required by this Lease.
  - b. Lessee fails to comply with any agreement or requirement in this Lease for a period of thirty (30) days after notice from Lessor.

If an Event of Default has occurred and continues, Lessor may terminate Lessee's rights to the use the Premises and pursue any other remedies available under California law.

15. Termination. Either party may terminate the Lease for cause by providing the other party not less than ninety (90) day's notice. On the expiration of the Term, or any earlier termination of this Lease, Lessee shall: (a) immediately vacate the Premises; (b) repair all damage to the Premises

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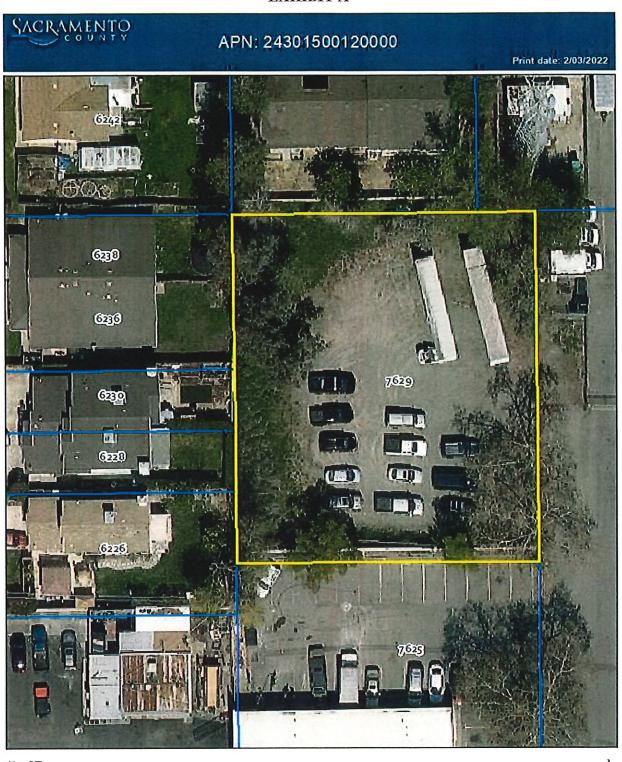
caused by Lessee's removal of its equipment and property from the Premises; and (c) restore the Premises to the same condition that existed at the commencement of the Term, reasonable wear and tear excepted.

- 16. Entire Agreement, Applicable Law. This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and any supplements or amendments to the agreement must be in writing and signed by both parties to be enforceable. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.
- 17. Notwithstanding anything to the contrary, Lessor shall have the right to terminate this agreement, for no cause whatsoever, by giving 30 days' notice in writing.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents on the dates set forth below.

Lessee:	Lessor:	
Sacramento Metropolitan Fire District	Gabor and Octavia Kovac	
	By: Octavia A terrac	
By:	DocuSigned by:	
	By Gabor Lovac	2/4/2022   11:43 AM PST
Date:	Date: 2/4/2022   11:42 AM PST	

# **EXHIBIT A**



1" = 37"





# EMS Leadership Award James O. Page



Presented February 10, 2022

# Captain, Sacramento Metropolitan Fire District (Retired) David Massengale

The Family of James O. Page

This award is presented by the family of James O. Page to David Massengale for exhibiting the drive and tenacious effort to resolve important EMS issues and bring about positive change in the Sacramento Metropolitan Fire District, often at great personal or professional sacrifice.

The James O. Page *EMS Leadership* Award encourages EMS personnel and EMS agencies to deliver quality service, gain the respect of their colleagues in the field of EMS, and fight to do what's in the best interest of patient care and EMS in their community.

Captain Andy Page (Retired) Andy Page



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

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT: FY 2020/21 Annual Comprehensive Financial Report (ACFR) and

Accompanying Audit Reports

# SUMMARY

The Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021 and the accompanying audit reports have been completed and are now ready for presentation to the Board for review and acceptance.

# DISCUSSION

The Finance Division, with the assistance of other Divisions, annually prepares Metro Fire's ACFR, which is a thorough and detailed presentation of Metro Fire's financial condition. This year's ACFR will again be submitted to the Government Finance Officers Association (GFOA) for consideration in its Certificate of Achievement for Excellence in Financial Reporting award program, and Finance staff are confident that Metro Fire will be awarded the certificate for the eighth consecutive time.

The ACFR has been audited by Metro Fire's independent auditors, Richardson and Company, and has received a clean opinion. Along with the financial audit, the auditors performed an audit of Metro Fire's compliance with grant laws and regulations and determined the District has complied in all material respects. The auditors did not identify any material weakness to internal controls.

The following reports and letter are included in the Board packets and will be discussed by Metro Fire's independent auditors:

- Annual Comprehensive Financial Report (with Independent Auditor's Report)
- Compliance Report
  - Report on Internal Control over Financial Reporting
  - Single Audit Report
- Report on Appropriations Limit Testing
- Governance Letter

#### **FISCAL IMPACT**

There is no direct fiscal impact of accepting the auditor's reports.

#### **RECOMMENDATION**

Staff recommends that the Board accept the reports.

Submitted by:

Approved by:

Dave O' Toole
Chief Financial Officer

Ty Bailey
Deputy Chief, Administration



#### Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 24, 2022

## Presentation Item 2.

Fiscal Year 2020/21 Annual Comprehensive Financial Report (ACFR)

A. Annual Comprehensive Financial Report (ACFR)

\*\* Separate Attachment

COMPLIANCE REPORTS

June 30, 2021

#### COMPLIANCE REPORTS

June 30, 2021

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# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Sacramento Metropolitan Fire District Sacramento, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, of the Sacramento Metropolitan Fire District (Metro Fire), as of and for the year ended June 30, 2021, and the related notes to the financial statements which collectively comprise Metro Fire's basic financial statements, and have issued our report thereon dated December 28, 2021.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Metro Fire's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Metro Fire's internal control. Accordingly, we do not express an opinion on the effectiveness of Metro Fire's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors Sacramento Metropolitan Fire District

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Metro Fire's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Richardson & Company, LLP

December 28, 2021



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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM, INTERNAL CONTROL OVER COMPLIANCE AND SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors Sacramento Metropolitan Fire District Sacramento, California

#### Report on Compliance for Each Major Federal Program

We have audited the Sacramento Metropolitan Fire District's (Metro Fire) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Metro Fire's major federal programs for year ended June 30, 2021. Metro Fire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Metro Fire's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Metro Fire's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Metro Fire's compliance.

To the Board of Directors Sacramento, California

#### Opinion on Each Major Federal Program

In our opinion, Metro Fire complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

#### Report on Internal Control Over Compliance

Management of Metro Fire is responsible for establishing and maintaining effective internal control over compliance with the type of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Metro Fire's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Metro Fire, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise Metro Fire's basic financial statements. We issued our report thereon dated December 28, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Metro Fire's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally

To the Board of Directors Sacramento, California

accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Richardson & Company, LLP

December 28, 2021

#### SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2021

#### A. SUMMARY OF AUDITOR'S RESULTS

#### **Financial Statements**

1. Type of auditor's report issued:

Unmodified

2. Internal controls over financial reporting:

a. Material weaknesses identified?

No

b. Significant deficiencies identified not considered to be material weaknesses?

None noted

3. Noncompliance material to financial statements under Government Auditing Standards noted?

No

#### Federal Awards

1. Internal control over major programs:

a. Material weaknesses identified?

No

b. Significant deficiencies identified not considered to be material weaknesses?

None reported

2. Type of auditor's report issued on compliance for major programs:

Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?

No

4. Identification of major programs:

CFDA Number

Name of Federal Program

93.498

Provider Relief Fund

5. Dollar Threshold used to distinguish between Type A and Type

B programs?

\$750,000

6. Auditee qualified as a low-risk auditee under 2 CFR Section 200.516(a)?

No

#### SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

For the Year Ended June 30, 2021

B. CURRENT YEAR FINDINGS – FINANCIAL STATEMENT AUDIT

None

C. CURENT YEAR FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

**COMPLIANCE** 

None

INTERNAL CONTROL OVER COMPLIANCE

None

D. PRIOR YEAR FINDINGS

None

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

#### For the Year Ended June 30, 2021

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Pass-through Entity Idenfying Number	Expenditures
U.S. Department of Transportation			
Passed-through the State of California, Emergency			
Management Agency and the County of			
Sacramento, Office of Emergency Services			
Hazardous Materials Emergency Preparedness			
Planning Grant - HMEP2019	20.703	319-40 / 067-91067	\$ 16,673
			16,673
U.S. Department of Health and Human Services			004 407
Provider Relief Fund	93.498		804,487
			804,487
U.S. Department of Homeland Security - Direct Program	07.044		10 206
Fire Prevention and Safety - FP&S19	97.044		42,326
Assistance to Firefighters Grant, COVID-19	97.044		(( )01
Supplemental - AFG-S 2020			66,284
			108,610
U.S. Department of Homeland Security			
Passed-through the State of California, Emergency			
Management Agency and the County of			
Sacramento, Office of Emergency Services	07.077	2010 054 / XID 00020/25	40 121
Homeland Security Grant Program - SHSGP18	97.067	2018-054 / WB00038635	40,121
Homeland Security Grant Program - SHSGP19	97.067	2019-035 / WB00039586	41,177
			81,298
	TO	TAL FEDERAL AWARDS	\$ 1,011,068

See accompanying notes to schedule of expenditures of federal awards.

#### NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2021

#### NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the Sacramento Metropolitan Fire District (Metro Fire) under programs of the federal government for the year ended June 30, 2021. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the Metro Fire's operations, it is not intended to be and does not present the financial position, changes in net position, or cash flows of Metro Fire.

#### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule, except for those for the Provided Relief Fund, are reported on the modified accrual basis of accounting. Provided Relief Fund expenditures in the Schedule are based on lost revenue and are reported in the period required by the U.S. Department of Health and Human Services. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and/or OMB Circular A-87, Cost Principals for State, Local, and Indian Tribal Governments, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

#### NOTE 3 - PROGRAM COSTS/MATCHING CONTRIBUTIONS

The amounts shown as current year expenditures represent only the (federal/state/local) grant portion of the program costs. Entire program costs, including the Metro Fire's portion, may be more than shown.

#### NOTE 4 - NONCASH AWARDS

No noncash awards existed in the current year.

#### NOTE 5 - INDIRECT COSTS

Metro Fire did not elect to charge indirect costs to its federal programs using the 10% de minimis indirect cost rate as allowed under the Uniform Guidance. Indirect costs are charged to the programs using a number allocation basis including square footage of buildings, payroll time studies and direct costs.

#### NOTE 6 - SUBRECIPIENTS

There were no subrecipients of Metro Fire's programs during the year ended June 30, 2021.



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## INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT TESTING

To the Board of Directors Sacramento Metropolitan Fire District Sacramento, California

We have performed the procedures enumerated below to the accompanying calculation of the Appropriations Limit of the Sacramento Metropolitan Fire District (the District) for the year ended June 30, 2021. The District's management is responsible for complying with the appropriations limit calculation. The City and the League of California Cities (as presented in the publication entitled Agreed-Upon Procedures applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution) have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose to assist the District in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and many not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and our findings were as follows:

1. We obtained the District's calculation of the fiscal year 2020/2021 Appropriations Limit and compared the limit and annual adjustment factors included in the calculation to the limit and annual adjustment factors that were adopted by resolution of the Board of Directors.

Finding: No exceptions were noted as a result of our procedures.

2. We compared the methodology used to determine the cost of living adjustment component to Article XIIIB, which states that the District may annually adjust the component for either the change in California per capita personal income or, the percentage change in the District's assessed valuation which is attributable to non-residential new construction. We recalculated the factor based on the above information.

Finding: No exceptions were noted as a result of our procedures.

3. We compared the methodology used to determine the population adjustment component to Article XIIIB which states that the District may annually choose to adjust the component for either the change in population in the County in which the District is located, or the change in population within the unincorporated area of the County in which the District is located. We recalculated the factor based on the above information.

Finding: No exceptions were noted as a result of our procedures.

#### Board of Directors Page 2

4. We compared the prior year Appropriations Limit presented in the accompanying Appropriations Limit Calculation to the prior year Appropriations Limit adopted by the Board of Directors for the prior year.

Finding: No exceptions were noted as a result of our procedures.

5. We recalculated the fiscal year 2020/2021 Appropriations Limit by multiplying the product of the two above factors by the prior year Appropriations limit.

Finding: No exceptions were noted as a result of our procedures.

6. We compared the District's budgeted and actual revenues to the computed Appropriations Limit for fiscal year 2020/2021.

Finding: No exceptions were noted as a result of our procedures.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accompanying Appropriations Limit Calculation. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the Appropriations Limit for the base year, as defined by *Article XIII-B* of the California Constitution.

We are required to be independent of Sacramento Metropolitan Fire District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the use of the Board of Directors and management of the District and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

Richardson & Company, LLP

December 28, 2021

#### APPENDIX A

#### SACRAMENTO METROPOLITAN FIRE DISTRICT APPROPRIATION LIMIT CALCULATION Year Ended June 30, 2021

#### APPROPRIATION LIMIT

#### ADOPTED BY DISTRICT:

Variance

Recorded in Final 2020/2021 Budget		\$ 371,524,949
APPROPRIATION LIMIT		
COMPUTATION PER REVIEW:		
2019/2020 Appropriation Limit	\$ 356,773,962	
Cost of Living Factor:		
Change in California per capita income	1.0373	
Population Adjustment Factor:		
Population change in Sacramento and Placer Counties	1.0039	
Auditor computed limitation		371,524,949

(0)



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#### **GOVERNANCE LETTER**

To the Board of Directors Sacramento Metropolitan Fire District Sacramento, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Sacramento Metropolitan Fire District (the District), for the year ended June 30, 2021, and have issued our report thereon dated December 28, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as information related to the planned scope and timing of the audit. We communicated such information to you in our engagement letter dated February 24, 2017. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and the Uniform Guidance

As stated in our engagement letter dated February 24, 2017 our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the District's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the District's compliance with those requirements.

#### Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We noted no internal control weaknesses during our audit.

We performed the audit according to the planned scope previously communicated to you in our engagement letter dated February 24, 2017.

#### Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- 1. <u>Inventory Valuations</u>: While the District has taken physical inventories to verify quantities, the dollar values assigned to the quantities, especially those assigned to the helicopter inventory, are estimated values.
- 2. <u>Depreciable Lives and Methods</u>: The depreciable lives and methods used for capital assets affects the amount of depreciation expense that is recorded and are based on the District's estimate of the useful lives of the assets.
- 3. <u>Uncollectible Receivables</u>: The allowances for uncollectible ambulance accounts receivable are based on historical collection and write-off statistical data, applied to the accounts receivable balances at the fiscal year-end.
- 4. <u>Accrual of Revenue</u>: The District estimates revenue, including GEMT grant revenue, when the amounts are not received prior to the preparation of the financial statements. GEMT grant revenue is based on amounts received in prior years, if a funding agreement is expected to be reached.
- 5. Workers Compensation Liability: The self-insured workers compensation claims liability is based on an independent actuarial study, which is in turn based on assumptions about amounts that will be required to settle claims known and not yet known at the actuarial dates, plus related administrative costs.

- 6. OPEB Liability: The OPEB liability is based on an actuarial valuation, which utilizes assumptions including future employment, retirement rates and future costs of health care and health insurance.
- 7. <u>Pension Liability</u>: The pension liability is based on an actuarial study performed by CalPERS, utilizing assumptions including future employment, retirement rates, mortality, salary increases and interest rates.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

<u>Pension Liability</u>: The disclosure of the pension liability in Note 6 to the financial statements discusses the pension liability and related deferred inflows and outflows of resources that are reflected in the Statement of Net Position as well as the assumptions that were used to determine the amounts and other required disclosures. The District's share of the unfunded pension liability at June 30, 2020, the most recent measurement date, was \$508,628,604 which is reflected as a liability in the District's financial statements as of June 30, 2021. As a result of the changes in the net pension liability and related deferred inflows and outflows, the District's pension expense is \$73,514,028 representing changes in the pension liability and related deferred inflows and outflows.

Other Postemployment Benefits Liability: The disclosure of the other postemployment liability in Note 7 to the financial statements discusses the liability that is reflected in the Statement of Net Position as well as the assumptions that were used to determine the amounts and other required disclosures. The District's share of the unfunded OPEB liability at June 30, 2020, the most recent measurement date, was \$202,004,395 which is reflected as a liability in the District's financial statements as of June 30, 2021. As a result of the recording of the net OPEB liability and related deferred inflows and outflows, the District's OPEB expense is \$5,584,822 to record changes in the net OPEB liability and deferred outflows and inflows.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no material misstatements noted during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 28, 2021.

Board of Directors Page 4

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, Schedule of Changes in Net Pension Liability – CalPERS Safety Plan, Schedule of Plan's Proportionate Share of Net Pension Liability, Schedule of Employer Contributions to the Pension Plan – CalPERS and SCERS Plans Schedule of Changes in Net OPEB Liability and Schedule of Employer Contributions to the OPEB Plan, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the budgetary comparison schedule for the Grant Fund, Capital Facilities Fund and Impact Fee Fund and combining non-major governmental fund schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Richardson & Company, LLP

December 28, 2021



#### Sacramento Metropolitan Fire District

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

TODD HARMS Fire Chief

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT:

Presentation of Community Annual Report for the year ended June 30, 2021

and the Government Finance Officers of America award for the year ended

June 30, 2020

#### **BACKGROUND**

The Community Annual Report (CAR) for the fiscal year ended June 30, 2021 has been completed and is now ready for presentation to the Board for review and acceptance. A copy of the Government Finance Officers of America (GFOA) award recently received for the prior fiscal year CAR is also presented.

#### DISCUSSION

The CAR is a report extracted from the Annual Comprehensive Financial Report (ACFR) specifically designed to provide accessible and easily understood financial information about the District to the general public and other interested parties without a background in public finance. Interspersed in the short (13 pages) report are a history of the District and unusual facts about District operations. The 2020-21 CAR includes a special focus on District staff "behind the badge," meaning the employees who resource and support suppression staff.

The District received its 3<sup>rd</sup> consecutive Award for Outstanding Achievement in Popular Financial Reporting from the GFOA for the CAR for fiscal year ending June 30, 2020. This year's CAR will again be submitted to the GFOA for consideration in its award program, and staff is confident that Metro Fire will be awarded the certificate for the 4<sup>th</sup> consecutive time.

#### FISCAL IMPACT

There is no direct fiscal impact of accepting the report.

## STAFF REPORT – Community Annual Report Page 2

#### RECOMMENDATION

Staff recommends that the Board accept the report.

Submitted by:

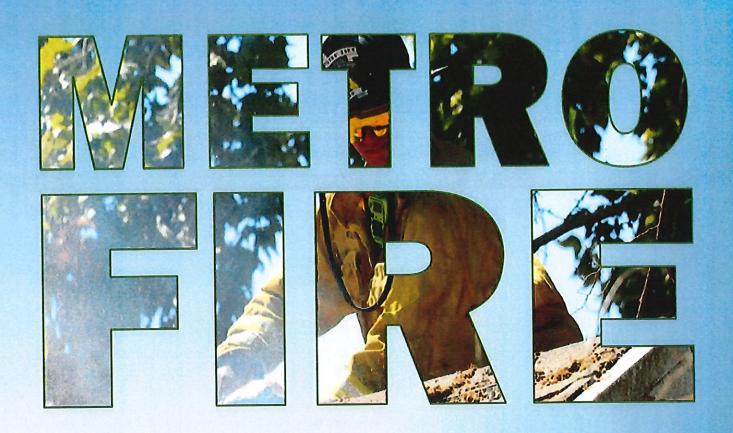
Approved by:

Dave O' Toole

Chief Financial Officer

Ty Bailey

Deputy Chief, Administration



# BEHIND THE BADGE

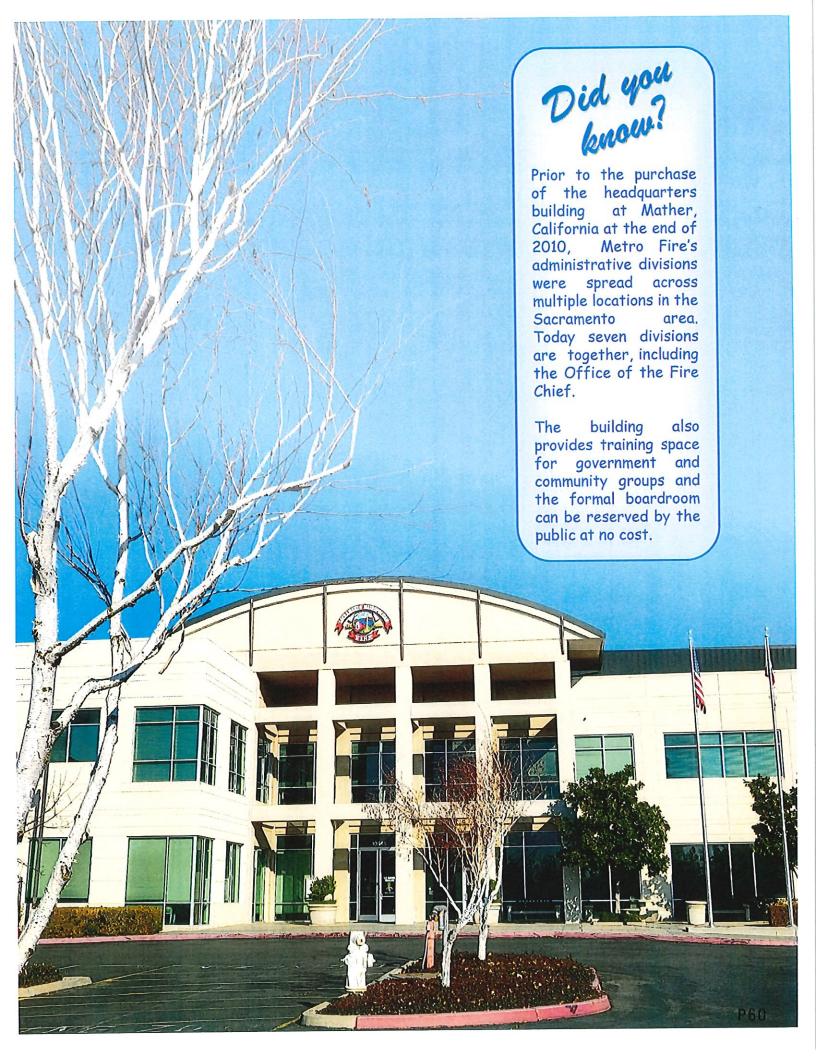
COMMUNITY ANNUAL REPORT 20 21

For the Fiscal Year Ended June 30, 2021



## Sacramento Metropolitan Fire District

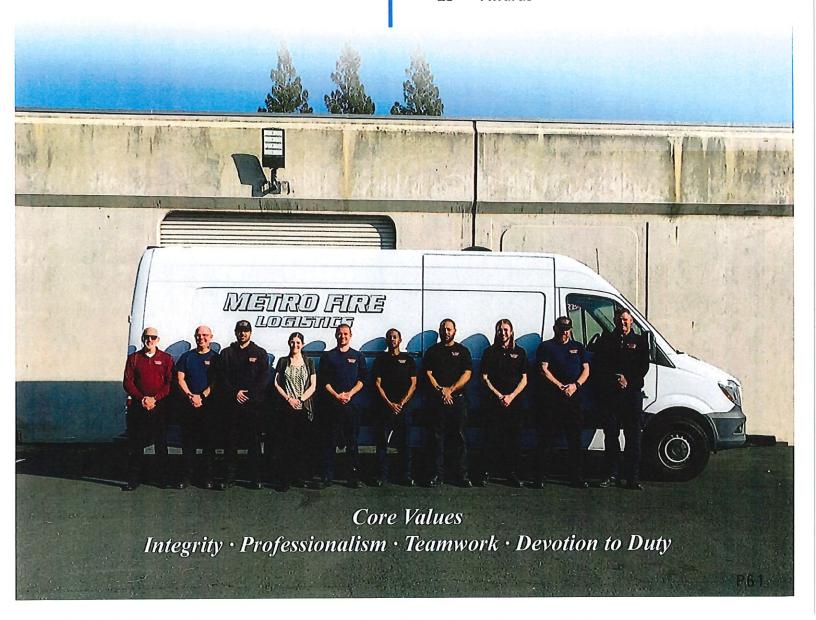
PROUDLY SERVING THE CALIFORNIA COUNTIES OF SACRAMENTO AND PLACER



# TABLE OF CONTENTS

The Community Annual Report (CAR) provides summarized financial information in an easily understood format. The CAR is derived from the Annual Comprehensive Financial Report (ACFR), which is a detailed report showing Metro Fire's financial condition. The CAR is presented in conformity with Generally Accepted Accounting Principles but is not intended to be a substitute for the ACFR. To obtain a copy of the ACFR, visit: https://metrofire.ca.gov/departments/Finance/acfr

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- 5 Behind the Badge
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- **13** Awards



### Message from the FIRE CHIEF

Dear Residents of the Sacramento Metropolitan Fire District,

The dual threats of a continuing worldwide pandemic and record-breaking wildfires tested the men and women of Metro Fire again this year and I am proud to share how they persisted and prevailed. Our staff on the front lines endured extended shifts and family separations, and overcame grave risks in the communities where they serve and were deployed.

Notwithstanding their extraordinary efforts, none of it is possible without the exceptional cadre of professional staff supporting them. In this year's community annual report I would like to recognize the teams "behind the badge," who ensure our suppression and field staff are equipped, funded, and in all other ways resourced to do their job successfully.

As 2021 comes to a close we are again facing a surge of coronavirus cases unlike any we've seen since the pandemic began. Nevertheless, we have learned much over the last two years and I'm heartened by the unwavering commitment of the entire Metro Fire team, and I am pleased to focus this year's Community Annual Report on our support teams.

Finally, I am also deeply grateful to our Board of Directors who has provided the District and me with the guidance needed to ensure the District is properly supported and well led.



7. Harms Todd Harms Fire Chief

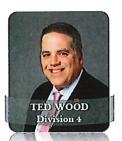
#### **Elected Board of Directors**

As of June 30, 2021



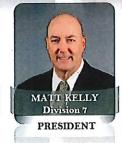
GRANT/GOOLD Division 2











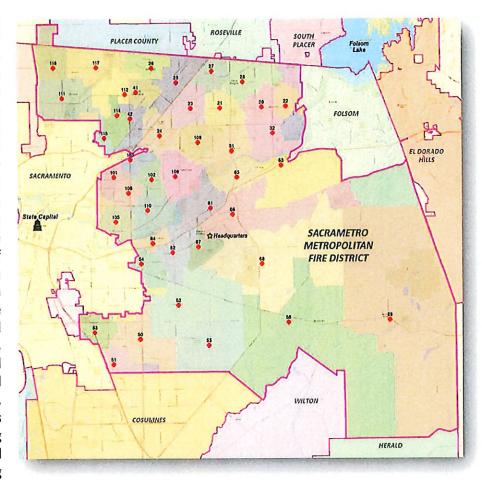




#### AT A GLANCE

Sacramento Metropolitan Fire District was established on December 1, 2000 through the merger of the American River and Sacramento County Fire Protection Districts, which brought together 16 predecessor fire agencies. Metro Fire is governed by a nine-member Board of Directors duly elected by citizens from the nine geographical divisions in Metro Fire's area of responsibility.

Today, Metro Fire is the largest fire agency in the County of Sacramento and one of the the State. The largest in combined District provides fire suppression and emergency medical services along with various other public safety and hazard mitigation community services to 720,000 residents in approximately 359 square miles. District's service includes two cities, most of the unincorporated area of Sacramento County, and portion of Placer County. Within the boundaries of Metro Fire are wildland areas, single and multi-family residential units, commercial and light industrial occupancies, hotels, regional hospitals, institutional buildings, airfields, numerous convalescent and assisted living facilities, equestrian areas, and open space areas including several major hiking trails.



Numerous main interstate highways also traverse Metro Fire's jurisdiction, along with the American River, a major recreation resource for residents and visitors alike.

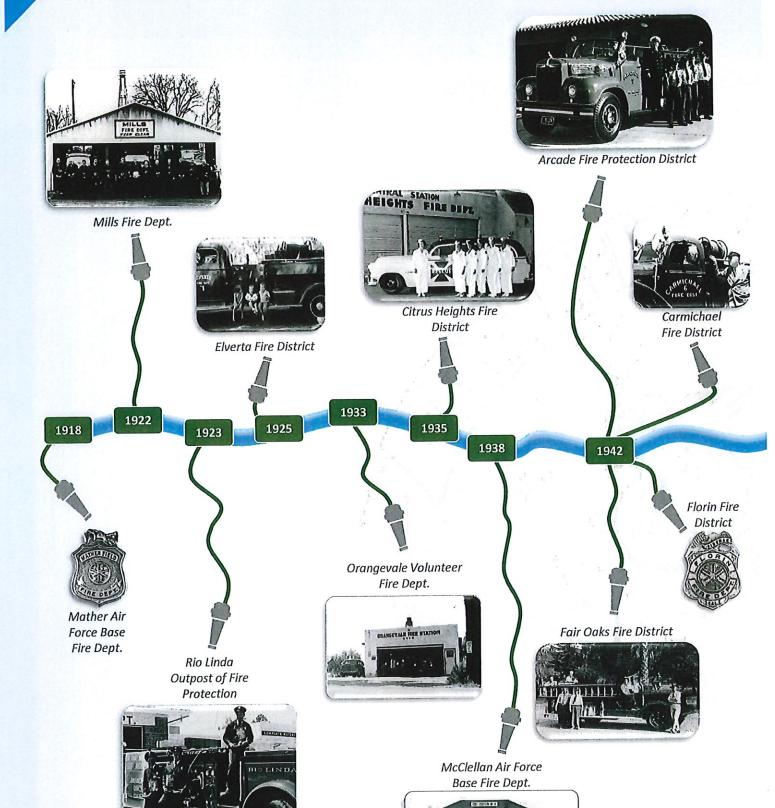
Metro Fire provides all-hazard emergency services to the communities it serves through 41 stations strategically located across its service area in order to effectively respond to any emergency within its goal of 4-minute travel time.

Did you?

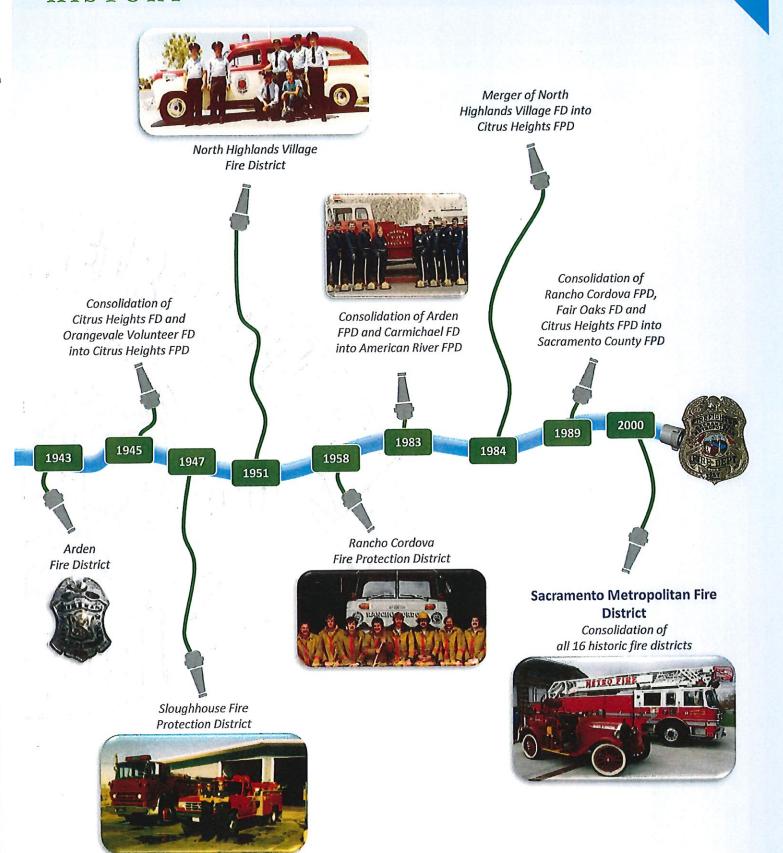
It takes 181 people to fully staff all emergency vehicles throughout the District every single day! That's 108 seats on 36 engines, 28 seats on 7 trucks, 5 battalion chiefs, 1 shift commander, 3 seats on 1 aircraft rescue vehicle, and 36 medical personnel for 18 ambulances and other medical vehicles.

Now take those seats and multiply them by THREE, as most positions have three shifts - each working in a 2-days on, 4-days off rotation.

#### DISTRICT



#### HISTORY



#### BEHIND THE BADGE

The year 2021 was another challenging one, and for Metro Fire two particular challenges stretched our capacity to respond and serve. The pandemic persisted and Sacramento County saw as many as 500 hospitalizations per day and nearly 1 in 6 residents infected with the coronavirus. The 2021 wildfire season was among the worst in California's history, with nearly 2.6 million acres burned. Whether Sacramento or statewide, Metro Fire's support teams behind the badge kept our front line firefighters equipped, resourced, and ready to carry out their critical service.

#### BEHIND THE BADGE, YOU'LL FIND A TEAM THAT'S ...

**Adaptable** - Firefighter service at the Caldor Fire and other megafires required rapid adaptation to ensure deployed staff were paid and compensation made it to loved ones at home. Finance Division staff ensured all regular and special supplemental pays continued and that District staff had access to credit anywhere, so they could quickly procure necessities like food and water.



Wildfire season also put an enormous strain on the vehicles that carry our firefighters to the scene and the men and women of Fleet Division found new ways to quickly repair and service vehicles so they could be re-dispatched to the fires. During the pandemic the Fleet Division adapted two ambulances from the District's reserve medic fleet to be used to as dedicated COVID response units.

**Steadfast** - Logistics Division was preparing for wildfire season well before it arrived, outfitting new Type III and Type V wildland engines and inventorying and restocking approximately 20 other in-service Type III and Type V engines. By bringing on new suppliers in order to keep up with supply chain issues, the Logistics Division was always able to fulfill personnel protective equipment orders and maintain an ample supply of PPE for surge needs.

Within the firehouses, offices, and other District buildings the Facilities Division provided critical operability during COVID and wildfire seasons, such as ensuring all fire stations have functioning air conditioners and ice machines.

Finally, Metro Fire's Community Risk Reduction Division didn't let a pandemic keep them from educating the public about fire safety, including wildfire risks, holding safety lessons for 764 children, performing 19 general safety presentations, and participating in 27 community events.

Innovative - The modern firefighter service runs on high-performance technology and the pandemic and wildfires tested the District's ability to keep up. Information Technology with Division kept pace new innovations like expanded video conferencing capabilities and remote equipment support and teleworking and quarantining staff.

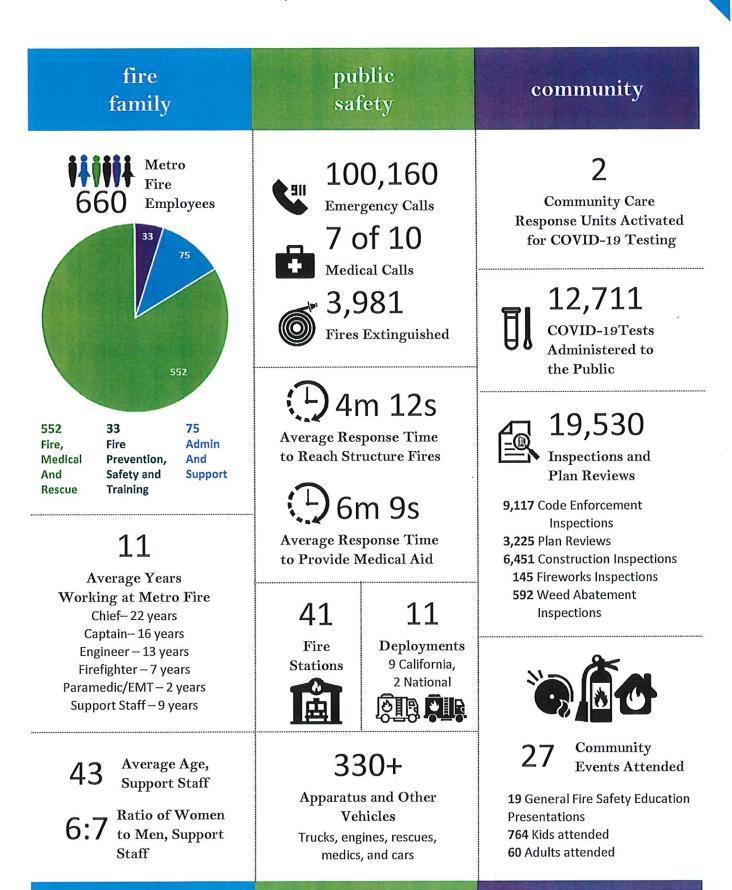
To reduce COVID threats to responding personnel Communications Division technicians updated the Mobile Data Computers in fire apparatus to facilitate real-time communication to help field personnel take necessary precautions before treating patients.

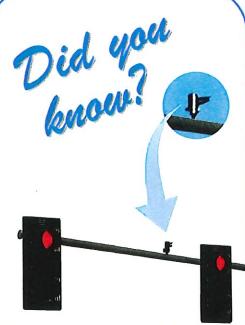
**Dedicated** - After COVID forced the cancellation of the annual Fire Academy for new recruits, Human Resources didn't stop trying to refill the ranks, hiring more than 90 employees by year end, many on accelerated timelines. These recruitments included Lateral Firefighters with prior firefighting experience, Single Role Paramedics, EMTs, a Fleet Mechanic and a Business Applications Analyst.



#### BY THE NUMBERS

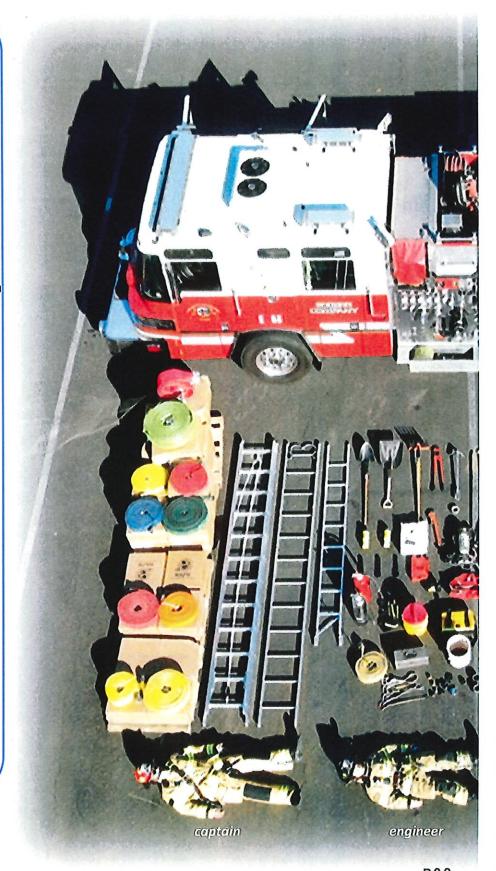
For the year ended June 30, 2021



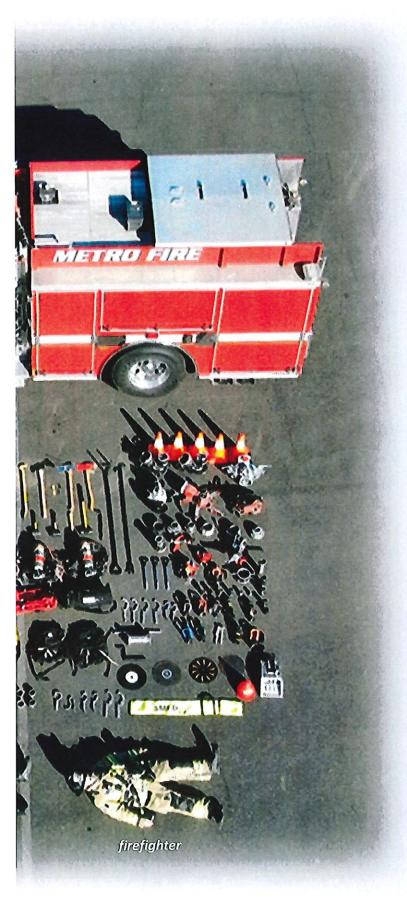


Have you ever wondered what that tiny device is that's mounted on stoplights at major intersections? Although it is not uncommon to see a camera mounted here beside it, this specific device is actually a receiver that's part of a traffic control system.

Fire's Metro Communication Division installs an Opticom device on all its emergency vehicles which then emits infrared signals. Within two seconds of activation at an intersection, the receiver cycles all lights to red, except for the direction the emergency vehicle is traveling, which cycles to green. Not only does this clear the intersection keeping other drivers safe, it helps crews arrive on scene faster and safer!



#### THE ENGINE



#### It takes a team working behind the scenes to bring everything on an engine together:

#### **ECONOMIC DEVELOPMENT**

Forecasts and plans station location and type of fire apparatus the station will house



#### FLEET

Formulates specs of fire engine, selects the manufacturer and also maintains the engine through its service life



#### **PURCHASING**

Creates the RFP and orders the fire engine, equipment, and supplies



#### **LOGISTICS**

Collects all needed equipment and supplies and stocks the apparatus according to its purpose.



#### FINANCE - ACCOUNTS PAYABLE

Pays the engine manufacturer and equipment vendors



#### **COMMUNICATIONS**

Equips the engine and its crew with radios that allow continuous communication with 911 dispatch



#### **HUMAN RESOURCES**

Determines the qualifications and hires the captain, engineer, and firefighter who will man the fire engine.



#### STAFFING

Fills all firefighting seats to keep the engine fully staffed all year-round.



#### PAYROLL

Pays the engine crew for their lifesaving work



#### **FACILITIES**

Maintains the station and surrounding properties that house the crew and its engine



#### NET POSITION

#### What We Own & What We Owe

The government-wide Statement of Net Position provides a "snapshot" of where the District stood financially at the close of the fiscal year. Over time, increases or decreases in net position serves as a useful indicator of whether the District's financial position is improving or deteriorating.

The largest portion of the Metro Fire's net position reflects its net investment of \$81 million in capital assets, net of related outstanding debt used to acquire those assets. Metro Fire uses these capital assets services to citizens; provide consequently, these assets are not available for future spending. Although Metro Fire's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be liquidated for these liabilities.

Metro Fire's negative unrestricted net position is largely due to the recognition of the liability owed to its employees as they retire from Metro Fire, which includes pension liability and post-retirement medical liability.

Did 404 (mow? 911)

Metro Fire responds to

Metro Fire responds to
911 calls dispatched by the
Sacramento Regional
Fire/EMS Communications
Center (SRFECC), which also
serves 9 other fire agencies in
the region.

In 2020, SRFECC answered 350,000 calls and dispatched close to 200,000 fire and medical incidents. Metro Fire responded to approximately 97,000 of those calls.

Net Position (in thousands)		2021	2020
Assets - What is owned by Metro Fire			
Cash and other assets Includes cash and investments, receivables, and inventories	\$	89,392	\$ 87,429
Capital assets  Land, buildings, and equipment net of accumulated depreciation		101,312	100,225
<b>Deferred Outflows</b> Expenses incurred but applicable to a future year		125,736	117,410
Total assets and outflow	vs	316,440	305,064
Liabilities - What Metro Fire owes			
Current and other liabilities  Payables, payroll, and unearned revenue		11,287	10,773
Long-Term liabilities  Bonds, other postemployment benefits, pensions, and other obligations		805,573	<sup>7</sup> 62,216
<b>Deferred Inflows</b> Income received applicable to a future year		77,619	102,952
Total liabilities and inflov	vs	894,479	875,941
Net Position - Metro Fire's net worth			
Net investment in capital assets  Capital assets less accumulated depreciatio  and any outstanding debt used to acquire  these assets.	n	81,259	77,153
Restricted		7,333	8,691
What is not available for use because it is set aside for a particular use.			
Unrestricted Funds available to use for general operations.		(666,631)	(656,721)
Total net position	on <u>\$</u>	(578,039)	\$ (570,877)

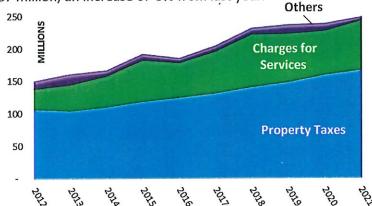
#### REVENUE

#### Where the Money Came From

Property tax revenue is the main source of Metro Fire's funding and provides support for it fire suppression activities.

SOURCES (in thousands)	2021		2020	
Program Revenues - Revenues that are derived directly from operations, not the taxpayers				
Charges for services  Fees charged for ambulance transports, deployments to other jurisdictions, and similar charges	\$	75,311	\$	67,196
Grants Resources received thorugh federal and state grant awards		189		5,200
Total Program Revenues		75,500		72,396
General Revenues - Revenues not required to be reported as program program revenues				
Property taxes  Taxes received from property owners based upon the assessed valuation and tax rate.		167,482		159,601
Miscellaneous / Other Income All other revenue such as resources reeceived from other agancies, investment and rental income		4,150		5,323
Total General Revenues	4	171,632		164,924
Total Revenues	\$	247,132	\$	237,320

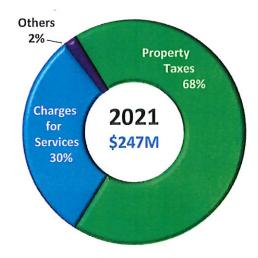
During the most recent recession, annual property taxes declined from its peak of \$129 million to \$105 million in 2012/13. Since then, it experienced 8 straight years of growth in assessed property values. In the current fiscal year, property taxes were at \$167 million, an increase of 5% from last year.



For every dollar paid by a resident in Metro Fire's jurisdiction, about 21.68 cents go to Metro Fire.



The average assessed value of a detached single family residential home in Metro Fire's jurisdiction is \$284,646, which means that a homeowner typically contributes about \$617 per year in property taxes to Metro Fire.



While management expects to see modest growth in property taxes, it continues to find ways to diversify its revenue base. These efforts successfully yielded better cost recovery on its emergency medical services. As can be seen on the graph to the right, property taxes contributed 80% of total funding sources ten years ago; that portion now composed 68% of all sources. Charges for services and other revenues now amount to \$75 million in the current fiscal year.

#### **EXPENSES**

#### Where the Money Went

As a public safety provider, the majority of Metro Fire's operating expense relates to personnel costs, which comprise about 81% of total expenses. The 7% or \$16 million increase is mainly due to an increase in the estimates for Metro Fire's obligation for post-retirement pension benefits.

The other significant expense is services and supplies which comprise about 14%. The \$1.2 million increase is due to several factors including higher insurance costs, vehicle maintenance, and dispatch fees.

Metro Fire begins its budget process in Spring each year and adopts a preliminary budget in June, a final budget in September, and a mid-year adjustment. The overriding goals of each budget process is to optimize services to the greatest extent possible, ensuring that the ongoing all-risk fire, rescue and emergency medical needs of the citizens are met, and to provide adequate reserves for future contingencies.

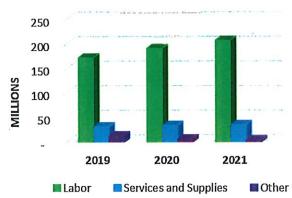
Did you?

SCBA cylinders supply up to 35 minutes of air clean room firefighters in a fire. Our Logistics Division fills up to 40 cylinders a day, Each cylinder weighs 13.9 lbs. and takes up to 5 minutes fill. That's over 10,000 cylinders a year and 1,300 hours!



The District's reserve policy calls for a minimum of 15% of budgeted General Fund operating expenditures to be set aside to cover unexpected costs or revenue shortfalls.





EXPENSES (in thousands)	2021		2020
Public Protection - Direct cost of services provided  Personnel  Salaries and benefits such as pension and medical costs	\$ 206,496	\$	190,010
Services and Supplies  Fees paid to external vendors for various services and supplies	34,936		33,719
Other Includes assessments paid to other local agencies	4,026		6,211
<b>Depreciation</b> Allocated cost of capital assets over their useful life	6,418		5,762
Interest and Others Includes interest and other miscellaneous expenses	2,418	87	2,523
Total Expenses	\$ 254,294	\$	238,225

# CAPITAL SPENDING

Investing in reliable firefighting apparatus is a crucial step in building a better fire service. Not only does each apparatus have to be maintained in the highest state of readiness to respond to emergencies, it must also take advantage of better technology that will allow efficient and safe operation.

### For the year ended June 30, 2021

Taking into account the operational needs, current fleet status, and available resources, Metro Fire invested in the following significant capital assets in the most recent year:

### FIRE STATION #68 (\$3.3 million spent in FY2021)

Continued construction of the new Station 68 located in the Sunridge area within the City of Rancho Cordova.

### 1 AIR UNIT (\$520,000)

Designed to fill the new higher pressure SCBAs and carry rehabilitation equipment for firefighter recovery during fires.

### 6 TYPE III AMBULANCES (\$1.3 million)

These smaller ambulances are fully equipped yet have a lower initial cost, increased fuel economy, and longer service intervals.

### 2 TYPE V ENGINES (\$420,000)

This is a smaller 4-seater off-road unit to fight brush fires. It has the ability to pump while moving and a water capacity of 400 gallons. It runs in tandem with a Type I fire engine. One firefighter drives the Type V while the captain and engineer ride in

the bigger Type I engine when going on a call together..

3 TYPE I ENGINES (\$2.1 million)

The most common engine type here at Metro Fire with up to 36 in service daily District-wide.

### For the upcoming year ending June 30, 2022

In the upcoming year, the following are the significant planned acquisitions:

### 6 AMBULANCES (\$1.3 million)

### 1 AERIAL TRUCK (\$950,000)

With no hose or water, this "truck" can still respond to most emergency and medical calls. The large ladder stored across the top extends up to 105 feet (7 stories) making it valuable in special emergencies.

### FIRE STATION #68 (\$5.3 million)

Building completion of the new Station 68 located in the Sunridge area within the City of Rancho Cordova.

Did you know?



### 2 TYPE III ENGINES (\$1 million)

### 1 WATER TENDER (\$575,000)

Transporting more than 2,000 gallons of water, these are mainly used to fight fires in rural areas where there are no working fire hydrants within reach.

### 3 TYPE I ENGINES (\$2.1 million)

These engines hold 700 gallons of water and have a larger pump to provide higher water flows for fighting structure fires.

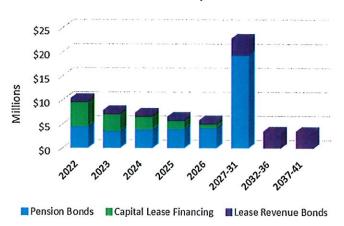
A new fire station is planned up to 20 years into the future. It then takes about 3 years for design and construction plans, and 3 more years to purchase property and build the station. Over 30 contractors will be involved and the overall cost can easily be over \$14 million once the apparatus and furnishing are included.

# DEBT SERVICE

Metro Fire uses debt to spread the cost of larger purchases over time. Metro Fire's debt policy requires that the maturity of a debt issue be consistent with the economic or useful life of the asset being financed, generally level annual debt services payments, and preferences for fixed interest rates and optional redemption at a reasonable call date. This policy prohibits the issuance of long-term debt to fund District operating costs.

Metro Fire has three major debt types: pension bonds, lease revenue bonds, and capital equipment financing. Pension bond proceeds were used to reduce the unfunded actuarial liabilities of its pension plans. Lease revenue bonds were used to purchase the headquarters building, building improvements, and firefighting and computer equipment. Proceeds of capital equipment financing have been used mainly for ongoing apparatus and equipment needs.

### **Future Debt Payments**



### Metro Fire's S&P Global Credit Rating.

Indicates an extremely strong capacity to meet financial commitments on its pension bonds resulting in lowering borrowing costs.

# AWARDS



Metro Fire received the Award for Outstanding Achievement in Popular Financial Reporting from the Government Finance Officers Association (GFOA) for the 3<sup>rd</sup> straight year for its *Community Annual Report* for the fiscal year ended June 30, 2020. This prestigious national award recognizes conformance with the highest standards for the preparation of creative popular annual financial reports specifically designed to be easily understandable to the general public.

Metro Fire has also been awarded the Certificate of Achievement for Excellence in Financial Reporting by the GFOA for the 7<sup>th</sup> straight year for its *Annual Comprehensive Financial Report* (ACFR) for the fiscal year ended June 30, 2020.















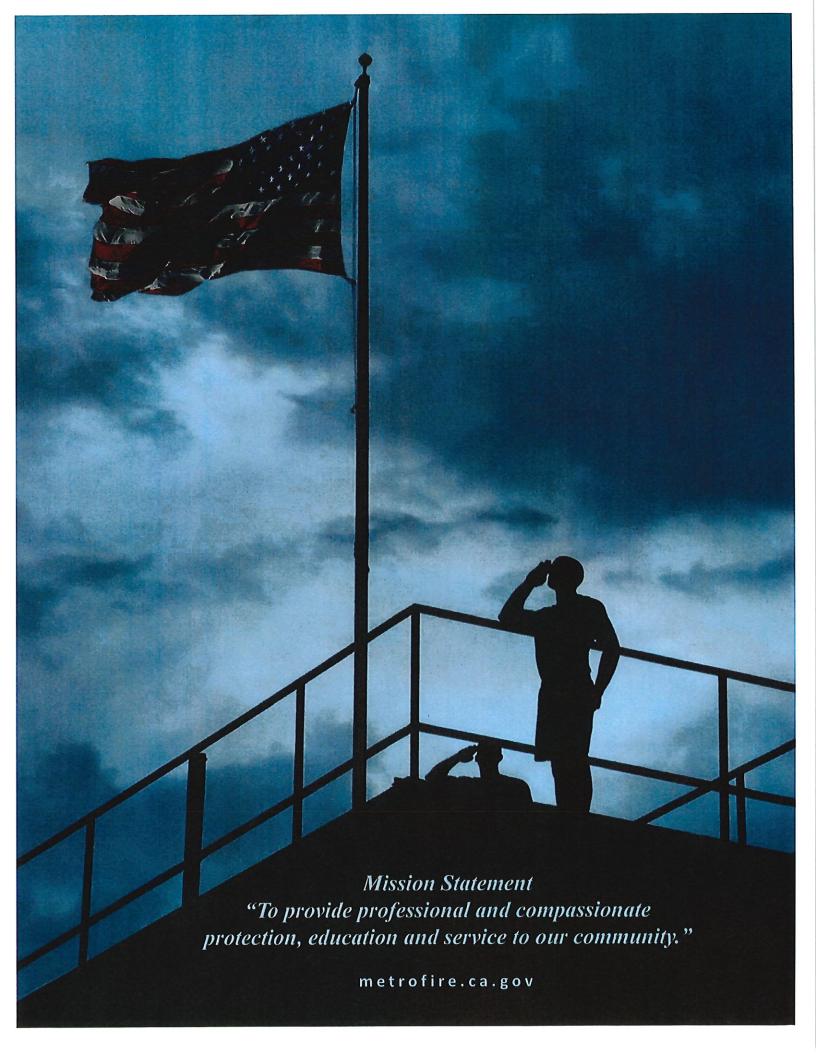




# Did you know?

Through the efforts of the economic development grant team, Metro Fire was awarded \$11.5 million to cover the cost to add 21 firefighters to the staff for 3 years. This grant marks the largest grant ever awarded to Metro Fire and the 35th grant received since the grant team was formed in 2010.

P75





Government Finance Officers Association

# Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

# Sacramento Metropolitan Fire District

California

For its Annual Financial Report for the Fiscal Year Ended

June 30, 2020

Christopher P. Morrill

Executive Director/CEO

### FOR IMMEDIATE RELEASE

December 14, 2021

For more information, contact:

Michele Mark Levine, Director/TSC

Phone: (312) 977-9700 Fax: (312) 977-4806

E-mail: mlevine@gfoa.org

(Chicago, Illinois) – Government Finance Officers Association is pleased to announce that **Sacramento Metropolitan Fire District, California** has received GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR award).

The award represents a significant achievement by the entity. In order to be eligible for the PAFR award, a government must also submit its comprehensive annual financial report to GFOA's Certificate of Achievement for Excellent in Financial Reporting Program and receive the Certificate for the current fiscal year. Each eligible report is reviewed by judges who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity and other elements.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



# Sacramento Metropolitan Fire District

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

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT:

California Senate Bill 1205 Compliance Report and Resolution

### TOPIC

Compliance with California Senate Bill 1205 California Health and Safety Code Section 13146.4 regarding compliance with mandatory inspection of public and private schools and certain residential occupancies for the calendar year 2021.

### DISCUSSION

California Health & Safety Code Sections 13146.2 and 13146.3 requires the Fire Chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with fire and building standards, as provided.

Senate Bill 1205 requires every city or county fire department or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above described inspection requirements. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document.

### RECOMMENDATION

Staff recommends that the Board of Directors adopt a resolution acknowledging receipt of the annual report regarding the inspection of public and private schools and certain residential occupancies for the calendar year 2021.

Submitted by:

Chrishana Fields, Deputy Fire Marshal

Approved by:

Todd Harms, Fire Chief



Fire Chief

# Sacramento Metropolitan Fire District

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

### RESOLUTION NO. 2022-

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE MARSHAL OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQURIED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTION 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Sacramento Metropolitan Fire District, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Sacramento Metropolitan Fire District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and,

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Sacramento Metropolitan Fire District's compliance with California Health and Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sacramento Metropolitan Fire District that said Board expressly acknowledges the measure of compliance of the Sacramento Metropolitan Fire District with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Sacramento Metropolitan Fire District, as follows:

### A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the Sacramento Metropolitan Fire District, there lie 359 Group E occupancies, buildings, structures and/or facilities.

During Calendar year 2021, the Sacramento Metropolitan Fire District completed the annual inspection of 359 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

### B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the Sacramento Metropolitan Fire District, there lie 1898 Group R (and their associated sub-categories) occupancies of this nature.

During Calendar year 2021, the Sacramento Metropolitan Fire District completed the annual inspection of 1898 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

PASSED AND APPROVED this 24th day	of February 2022, by the following vote to wit:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	SACRAMENTO METROPOLITAN FIRE DISTRICT
ve.	
	By: President, Board of Directors
Attested by:	
Clerk of the Board	



# Sacramento Metropolitan Fire District

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

TODD HARMS Fire Chief

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT:

Sale of Real Property - 6131 Kenneth Avenue, Fair Oaks

APN # 261-0020-026-0000

### **BACKGROUND**

On January 12, 2017, the Sacramento Metropolitan Fire District's (District) Board of Directors approved Resolution 2017-005 declaring certain real property (Property), located at 6131 Kenneth Avenue in Fair Oaks, as surplus property and authorizing the initiation of the disposition process. After disposition was authorized, the District offered the parcel for sale to other public entities pursuant to the California Surplus Land Act.

During the 60-day offer period for public agencies pursuant to the California Surplus Land Act, the Citrus Heights Water District (CHWD) expressed interest in the Property, however the appraised value of the Property was higher than CHWD's preferred price point. Receiving no further interest from any public agencies, the District contracted with CBRE to list the Property. The Property was first listed on July 10, 2017 at its appraised value of \$750,000. Receiving no interest in the Property, the District reduced the price to \$600,000 on February 14, 2018, reduced again to \$480,000 on June 20, 2019, and further reduced to \$300,000 on August 15, 2019. Since that time, two offers were received, but eventually withdrawn. After receiving an offer for a two-year option from the CHWD on October 17, 2019, the Board of Directors approved the sale; however, CHWD later withdrew their offer during the option period.

### DISCUSSION

An unsolicited all-cash offer from Country Hill Montessori, Inc. for the Property was received on February 4, 2022 at the purchase price of \$250,000. Staff believes it is in the best interest of the District to accept the offer and move forward with the sale of the Property.

### FISCAL IMPACT

The District will receive the proceeds from the sale of the Property less the broker's commission (6%) and the closing costs.

### RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to effect the sale of the Property to Country Hill Montessori, Inc.

Submitted by:

Erin Castleberry

Administrative Specialist

Jeff Frye

Chief Development Officer



### DEPOSIT RECEIPT AND REAL ESTATE PURCHASE CONTRACT NEWCASTLE PROPERTIES GROUP

	<u>Newcastle,</u> Ca	alifornia,(date for i	February 2, 2022 reference purposes)
ric unit	ceived from <u>Country Hill Montessori, Inc., a California corporation and/or assignus (\$10,000)</u> evidenced by check payable to <u>Placer Title Company</u> as ce of <u>TWO HUNDRED FIFTY THOUSAND</u> Dollars (\$250,000) ("Purchase Price") for incorporated Fair Oaks area of the County of <u>Sacramento</u> , State of California, describland and improvements located at 6131 Kenneth Avenue also known as Sacrament 1-0020-026, as further shown as Exhibit "A" attached hereto.	s a deposit on acco or that certain prop oed as follows ("Prop	unt of the purchase erty situated in the perty"): <u>± 3.43 acres</u>
	rthquake Special Studies Zone: 🔀 No 🔲 Yes (see Paragraph 21) ecial Flood Hazard Area: 🔀 No 🔲 Yes		
١.	TERMS OF SALE:		
	On or before three (3) calendar days of mutual execution of this Agreement, the afore	ementioned check s	shall be:
	$\square$ placed in escrow by Broker for the account of Purchaser or $\boxtimes$ placed in escential purchaser.	crow by <u>Purchaser</u>	for the account of
•	The remainder of the Purchase Price shall be deposited in escrow by Purchaser as f	ollows:	
	Initial Deposit: (see also "Early Disbursement of Funds" paragraph)	.\$	10,000
	Additional Deposit, if any (see Paragraph 7):	\$	***
	Seller's Financing (see Paragraph 9):	\$	
	New Loan:	\$	
	(Other):	\$	
	Cash at Close of Escrow:	\$	240,000
	Total Purchase Price:	\$	250,000

### 2. TITLE AND ESCROW:

- 2.1 Upon mutual execution of this Contract, Broker shall order a preliminary title report on the Property from Placer Title Company Tracy Murphy ("Title Company") and shall establish escrow with Placer Title Company Tracy Murphy ("Escrow Holder"). The parties shall execute escrow instructions as requested by the Escrow Holder, which are consistent with the provisions of this Contract. The provisions of this Contract shall constitute joint (Seller's and Purchaser's) escrow instructions to the Escrow Holder. Said escrow shall provide for a closing on or before sixty (60) calendar days after mutual execution of the Purchase Agreement.
- 2.2 The preliminary title report on the Property, together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, notes, deed of trust, easements, rights and rights of way of record, liens, and other matters of record shall promptly be delivered to Purchaser. Purchaser shall have three (3) calendar days after receipt of said preliminary title report, together with copies of said exceptions, within which to notify Seller in writing, of Purchaser's disapproval of any exceptions shown in said title report. Within seven (7) days after receipt of Purchaser's notice of title objections, Seller shall notify Purchaser in writing of any objections Seller is willing to cause to be removed at or prior to closing. Seller's failure to notify Purchaser within said seven (7) day period shall be deemed Seller's election to not remove said title objection(s). Such waiver of prior disapproval must be in writing. Failure of Purchaser to disapprove any such exception(s) within the aforementioned time limit shall be deemed to be an approval of said preliminary title report and all of its exceptions. The policy of title insurance shall be an American Land Title Association Standard Coverage Policy ("ALTA standard" formerly CLTA) with a liability not exceeding the total Purchase Price. The cost of such ALTA standard

policy shall be paid by <u>Seller</u>. The cost of any other title insurance requested by Purchaser and in excess of such ALTA standard policy cost, including endorsements and survey costs, shall be paid by Purchaser. Escrow fees shall be <u>split</u> evenly between Purchaser and Seller.

2.3 Title is to be conveyed to Purchaser by grant deed at close of escrow, subject only current real estate taxes and the exceptions to title approved by Purchaser in accordance with Paragraph 2.2 above.

### 3. BONDS AND ASSESSMENTS:

The Seller represents that there are no bonds or assessments levied against the property, currently or pending. All bonds and assessments which are a lien as of the date of mutual execution of this Contract shall be ASSUMED BY PURCHASER. All bonds and assessments which become a lien after the date of mutual execution of this Contract shall be assumed by the Purchaser at Purchaser's sole option; if Purchaser elects not to assume such bonds and assessments becoming a lien after mutual execution of this Contract, then at Seller's sole option either (a) the bonds and assessments shall be paid off in full by Seller, or (b) this Contract shall terminate and all deposits shall be returned to Purchaser. Purchaser and Seller shall each notify the other in writing of their respective elections allowed in this paragraph promptly after first learning of the existence of bonds or assessments becoming a lien.

### 4. PRORATIONS:

Real property taxes, bonds and assessments assumed by Purchaser, rentals, premiums on insurance accepted by Purchaser, interest on encumbrances, and operating expenses, if any, shall be prorated as of the date of the close of escrow and the cost of any documentary transfer tax and city transfer tax required by any lawful authority shall be paid by <u>Seller</u>.

### 5. SELLER'S NOTICES:

Seller warrants that Seller has not received, nor is aware of any notification from the building department, health department, or other such City, County, or State authority having jurisdiction, requiring any work to be done on or affecting the Property. Seller further warrants that in the event any such notice or notices are received by Seller prior to the close of escrow and Seller is unable to or does not elect to perform the work required in said notice at Seller's sole cost and expense on or before the close of escrow, said notices shall be submitted to Purchaser for its examination and written approval. Should Purchaser fail to approve said notice and thereby elect not to acquire the Property subject to the effect of same, within five (5) calendar days from the date Seller submits said notice to Purchaser, then this Contract shall be cancelled without further liability to either party, and all deposits (including any that may have been released to Seller) shall be returned immediately to Purchaser.

### 6. PROPERTY CONDITION AND PURCHASER'S INVESTIGATION:

Seller further warrants that to the best of its knowledge the Property and the improvements thereon do not violate applicable building, zoning, environmental, or other statutes or regulations and that Seller is unaware of any material defect in the Property or improvements thereon with the exception of the following: None. Purchaser shall have thirty (30) calendar days from mutual execution of this Contract ("Investigation Period") within which to secure financing satisfactory to the Purchaser, investigate the Property, its value, zoning, unrecorded encumbrances, environmental, entitlement and building matters affecting the Property, its condition - including, but not limited to the presence of asbestos, hazardous materials, and underground storage tanks - its suitability for Purchaser's intended use, and any other matters Purchaser determines relate to the Property. If Purchaser gives written notice to Seller, of the final day of the Investigation Period, of dissatisfaction with any of the referenced matters, this Contract shall be deemed cancelled and all deposits shall be returned immediately to Purchaser. If Purchaser fails to give written notice of dissatisfaction by 5:00 p.m. of the last day of the Investigation Period, then Purchaser's right to object to such matter shall be deemed waived and this Contract shall continue in full force and effect with no further right of Purchaser to cancel. Thereafter, if Purchaser fails to perform under this Contract,

Purchaser's deposit(s) shall be released to Seller in accordance with Paragraph 10 below. The Purchaser and Seller shall timely sign Release of Funds Prior to Close of Escrow Supplemental Escrow Instructions (aka "Release Instructions") as required by escrow to release the Deposit. Seller may unilaterally elect to keep the Deposit in escrow.

7.	
	If this Contract has not been cancelled pursuant to Paragraph 6 above. Purchaser shall deposit into escrow additional cast in the amount ofDollars (\$). Such additional deposit shall be made within two (2) business days of the last day of the Investigation Period. Such amount shall be applied toward the Purchase Price.
8.	and the second of the second o
	8.1 Purchaser shall have the option, at Purchaser's sole and absolute discretion, to extend the date of close of escreve for a period of () calendar days. Purchaser may exercise this extension option a total of () time(s), for a maximum cumulative extension period of () calendar days. Each extension shall be made in
i	writing prior to the scheduled close of escrew date. Each extension shall be effective only if Purchaser deposits cash into escrew (in addition to any deposits previously made) in the amount of Dollars (\$) each time, and at the time each extension option is exercised.

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- 8.2 Each deposit made pursuant to Paragraph 8.1 above SHALL/SHALL NOT (strike one) be applied toward the cash required to close of escrow and toward the Purchase Price.
- 8.3 Each deposit made pursuant to Paragraph 8.1 above shall be immediately released to Seller by the Escrow Holder. (Strike if not applicable.)

### 9. PURCHASE MONEY NOTE: (Strike if not applicable)

The note and deed of trust shall be on the current forms commonly used by the escrow-holder, and be junior and subordinate enly to any existing notes and/or New Loan expressly called for by this Contract. The note and the deed of trust shall contain provisions regarding the following:

- (iii) Due on Sale. In the event the Purchaser sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of the Purchase Money Note to be then paid in full.

### 10. LIQUIDATED DAMAGES: (This liquidated damages paragraph is applicable only if initialed by both parties.)

PURCHASER AND SELLER RECOGNIZE THAT SELLER'S PROPERTY WILL BE REMOVED FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT AND THAT IF THIS TRANSACTION IS NOT CONSUMMATED BECAUSE OF PURCHASER'S DEFAULT, SELLER SHOULD BE ENTITLED TO COMPENSATION FOR SUCH DETRIMENT; HOWEVER, IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT AND, TO AVOID THIS PROBLEM, PURCHASER AND SELLER AGREE THAT IF THIS TRANSACTION IS NOT CONSUMMATED BECAUSE OF PURCHASER'S DEFAULT, SELLER SHALL BE ENTITLED TO RECOVER FROM PURCHASER AS LIQUIDATED DAMAGES THE AMOUNT OF ALL DEPOSITS THAT HAVE ACTUALLY BEEN MADE BY PURCHASER AT THE TIME OF PURCHASER'S DEFAULT PLUS INTEREST, IF ANY, ACTUALLY EARNED THEREON. THIS AMOUNT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' BEST ESTIMATE OF SELLER'S DAMAGES. THE PARTIES AGREE THAT THE SUM STATED ABOVE AS LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER RELIEF TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY VIRTUE OF THIS AGREEMENT OR BY OPERATION OF LAW (EXCEPT PURCHASER SHALL CONTINUE TO BE LIABLE ADDITIONALLY TO SELLER PURSUANT TO PARAGRAPH 12 BELOW FOR ANY CLAIMS ARISING BY VIRTUE OF PURCHASER'S INSPECTIONS AND TESTS). UPON PAYMENT OR RELEASE OF SAID SUM TO SELLER, PURCHASER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

PURCHASER'S INITIALS

SELLER'S INITIALS

### 11. PURCHASER'S INSPECTION RESPONSIBILITY:

Purchaser and Seller understand that Broker has not made any investigation or determination other than specifically expressed herein regarding: the presence or absence of hazardous materials, toxic wastes or other undesirable substances; the value of the property; the present or future use of the property; the existence of or possibility of future bonds or assessments; violations of any federal, state, county, or municipal ordinances, statutes or regulations; proposed acquisition of the property by the federal, state, county or municipal governments; the correctness of income and expense information; or the existence of physical defects in the subject property. Purchaser and Seller hereby release Broker from any liability relating thereto and agree that such investigation and determination has been Purchaser's sole responsibility and Broker shall not be held responsible therefor.

### 12. RIGHT OF ENTRY:

At any time during the escrow period, Purchaser, and its agents and representatives, shall have the right at reasonable times to enter upon the Property for the purpose of making reasonable inspections and tests. Following any such entry or work, unless otherwise directed in writing by Seller, Purchaser shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Purchaser shall be paid for by Purchaser as and when due and Purchaser shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, demands, losses, costs, expenses (including reasonable attorney's fees), damages or recoveries, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Purchaser, its agents or employees in connection therewith.

### 13. SELLER'S DISCLOSURES:

Seller or Seller's Broker shall provide to Purchaser, or Purchaser's Brokers all property information in Seller and Seller's Broker's possession. The Seller will promptly forward any information received on the property during escrow. All such Items have already been made available to Purchaser. See Exhibit "B" attached.

### 14. ACCEPTANCE:

Unless both parties accept this offer before thirty (30) days from receipt, this Agreement shall become null and void, and any deposit made herewith shall be returned to Purchaser.

### 15. FIRPTA:

The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Purchaser with an affidavit under penalty of perjury that Seller is not a "foreign person" as defined in FIRPTA, or (b) Seller provides Purchaser with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, any instrument, affidavit, and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

### 16. AGENCY:

Seller and Purchaser each warrant that they have dealt with no other real estate brokers in connection with this transaction except: Peter Nixon, Kris Riley and David Karnes of Newcastle Properties Group (Lic.00975548) who represents the Seller and Naveed Gholamrezai (Lic. 02015971) of Vantage Point Mortgage, Inc., dba Vantage Point Real Estate Services (Lic. 01228781) who represents the Purchaser.

### 17. COMMISSION:

The Seller assigns and agrees to pay Broker the amount of six percent (6%) of the total accepted sales price as a commission for Broker's services rendered in effecting the sale. This commission is earned as of close of escrow or transfer of title and Escrow Holder is hereby instructed to pay said commission to Broker out of Seller's proceeds upon the close of escrow and through escrow. The commission shall be split between Newcastle Properties Group (50%) and Vantage Point Real Estate Services (Lic. 01228781) (50%). This instruction shall not be withdrawn or modified without Broker's written consent and Purchaser and Seller agree that Broker is a third-party beneficiary of the Contract with respect to such commission.

COMPLIANCE WITH LAWS:

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances, and administrative orders having jurisdiction over the parties, property, or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans with Disabilities Act.

### 1031 EXCHANGE: (Strike if not applicable)

Seller acknowledges that Purchaser may desire to consummate an exchange which will qualify for non-recognition of gain under Section 1031 of the Internal Revenue Code ("1031 Exchange"). In the event that Purchaser elects to implement this transaction in connection with such an exchange, Seller agrees to fully cooperate with Purchaser to effect such an exchange provided, however, that Seller shall incur no additional costs or expenses as a result of or in connection with such an exchange and provided that Seller shall not, under any circumstances, be required to acquire or agree to acquire title to any other property in connection with such exchange. In the event of such exchange, Purchaser shall indemnify, defend, and hold Seller harmless from any and all liabilities, losses, and expenses, including attorney's fees, arising from such exchange, which liabilities, losses, and expenses would not have been incurred had there not been such an exchange of properties. This indemnification and hold harmless agreement shall survive the close of escrow. It is understood by the parties hereto that any such exchange shall not cause any delay in the closing date as originally scheduled hereunder. Purchaser agrees to cooperate fully with Seller reciprocally in accordance with the terms of this paragraph should the Seller execute a 1031 Exchange on Seller's behalf.

### 20. SPECIAL STUDIES ZONE:

The Property is or may be situated in a Special Studies Zone as designed under the Alquist-Priolo Special Studies Act, Sections 2621-2630, inclusive, of the California Public Resources Code; and, as such, the construction or development on the Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on the subject are made by Seller or by Broker or its agents or employees, and the Purchaser shall make his/her/its own inquiry or investigation. Purchaser is encouraged to contact the appropriate governmental agency for additional information.

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21.2 Sellers or their agents who are involved in the sale of a precast concrete or reinforced or unreinforced masonry building with wood frame, floors, or roof that was built before January 1, 1975, must deliver to the Purchaser a copy of a State publication entitled "The Commercial Property Owner's Guide to Earthquake Safety" published by the California Seismic Safety Commission. If the delivery requirement is applicable to the subject property, the undersigned Purchaser acknowledges that Broker has delivered to the undersigned a copy thereof in accordance with California Government Code Section 8875.6 and Sections 8893 et seq.

### 21. FLOOD HAZARD AREA:

The Property is or may be located in a Special Flood Hazard Area on United States Department of Housing and Urban Development (HUD) "Special Flood Zone Area Maps." Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones", banks, savings and loan associations, and some insurance lenders require flood insurance to be carried where the property, real, or personal, is security for the loan. This requirement is mandated by the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. The purpose of the program is to provide flood insurance to property owners at a reasonable cost. Cities or counties participating in the National Flood Insurance Program may have adopted building or zoning restrictions, or other measures, as part of their participation in the program. You should contact the city or county in which the property is located to determine any such restrictions. The extent of coverage available to your area and the cost of this coverage may vary, and for further information, you should consult your lender or your insurance carrier.

- 22. Without being relieved of any liability under this Contract, Purchaser shall have the right to take title to the subject Property in a name other than that shown above.
- 23. Possession of Property shall be delivered to the Purchaser on or before December 31, 2022. The Seller shall pay all utilities and other costs associated with its occupancy through 2022, but shall not be charged for rent. Seller shall maintain property (home) insurance, and liability insurance, and keep the residence in good condition.
- 24. This Contract shall constitute the entire Real Estate Purchase Contract between Purchaser and Seller and supersedes any and all agreements between the parties hereto regarding the Property which are prior in time to this Contract.
- 25. Time is of the essence of this Contract.
- 26. Any addendum attached hereto and either signed and/or initialed by Purchaser and Seller shall be deemed a part hereof.
- 27. This Contract may not be amended, altered, or modified in any respect whatsoever except by further agreement in writing executed by Purchaser and Seller.
- 28. The paragraph headings in this Contract are for convenience of reference only and are not intended as part of this agreement.
- 29. This Agreement may be signed in counterpart, by facsimile, email, or Docusign.
- 30. Tax Assessor Acreages: Tax Assessor Acreage is generally inaccurate and should not be relied upon as a representation of the true size of the property. The use of tax assessor acreage herein does not mean that more accurate or surveyed acreage does not exist.
- 31. Natural Hazard Disclosure Report: Upon the opening of escrow, the Purchaser shall order and pay for the cost of a Natural Hazard Disclosure Report. The cost of such reports shall serve as the Buyer's independent, non-refundable contract consideration provided to Seller for entering into this transaction.
- 32. Independent Consideration: Upon mutual execution of this Agreement, the Seller, via escrow, shall release \$100 (applicable to the price) to Seller as independent consideration for Seller entering into this Agreement.

### 33. Selling Entity:

Purchaser acknowledges that the selling entity is Sacramento Metropolitan Fire District. The Seller has made no promises or commitments (expressed or implied) to Purchaser regarding future entitlements, approvals or costs on the Property.

### 34. "AS IS":

Purchaser acknowledges that Seller has not made and will not make, nor shall Seller be deemed to have made, any warranty or representation, express or implied, with respect to any aspect of the Property, including any warranty or representation as to (i) its fitness, design or condition for any particular use or purpose, (ii) the existence of any defect, latent or patent, (iii) Seller's title thereto, (iv) value, (v) compliance with specifications, (vi) location, (vii) use, (viii) condition, (ix) description, (x) durability, (xi) the existence of any hazardous substance, hazardous condition or hazardous activity; and all risks incident thereto are to be borne by Purchaser. In the event of any defect or deficiency in any of the Property of any nature, whether latent or patent, Seller shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages (including strict liability in tort). The provisions of this paragraph have been negotiated, and are intended to be a complete exclusion and negation of any warranties by Seller, express or implied, with respect to any of the Property.

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# 35. SACRAMENTO METROPOLITAN FIRE DISTRICT BOARD APPROVAL:

This Agreement requires approval of the Sacramento Metropolitan Fire District's (SMFD) Board of Directors. SMFD, as Seller, shall have the unilateral right to terminate this Agreement, and thus terminate escrow, for any reason in its sole discretion on or before the expiration of Purchaser's Investigation Period. In the event SMFD does cancel escrow, then the Seller shall have no obligations, liabilities or reimbursements to Purchaser. Seller's notice to terminate to Purchaser, if such occurs, shall be in writing. Failure of Seller, or its representatives or escrow to provide such notice on or before the expiration of Purchaser's Investigation Period, shall be deemed as Board approval.

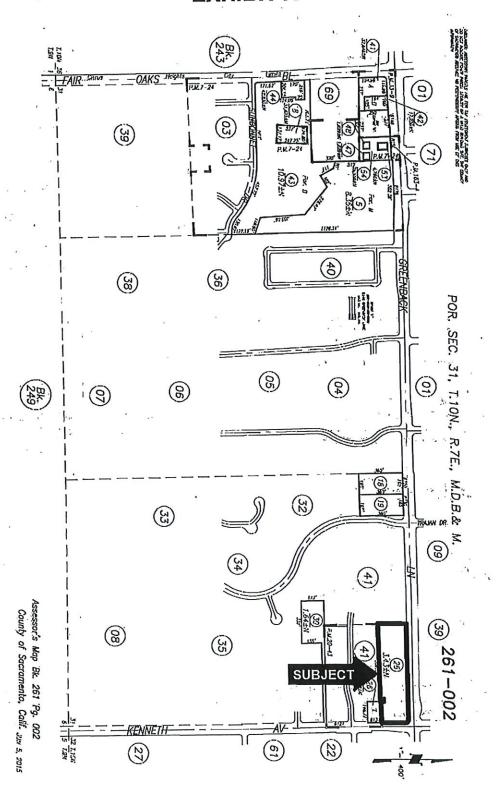
# SIGNATURES ON THE FOLLOWING PAGE

Purchaser hereby agrees to purchase the Property for the price and upon the terms and conditions herein expressed. All tenders and notices required hereunder shall be made and given to either of the parties hereto at their respective addresses herein set forth with copies thereof to the office of Newcastle Properties Group. In the event any litigation or other legal proceedings are instituted to enforce or declare the meaning of any provisions of this Contract, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees. Purchaser hereby acknowledges receipt of a copy of this Contract.

Broker:	Vantage Point Real Estate Services, Lic 01228781		Date:	2/4/22
Ву:				COUNTRY HILL MONTESSORI, INC.
-,.	Naveed Gholamrezael, Lic, 02015971			Purchaser /
				War unt & Mens
Ву:	1		By:	Mamid Hosselni
				Mainta Hosseini
			Per La S	CEO
Ву:		*	Title:	370 TORPUDDY Way
				370 TOBRURRY Way  000 Landrise Court, Folsom, CA 95630
			Address: _	UUS mariantes
	*			
The undersiterms and c	igned Seller hereby approves and accepts the foregoi onditions herein set forth. Seller hereby acknowledge	ing Contractes receipt of	t and agrees a copy of thi	to sell the above described Property upon the is Contract.
	Newcastle Properties Group		,	
Broker:	, , , , , , , , , , , , , , , , , , ,		Date:	
	20 1 - 20			
	Peter Nie		SA	CRAMENTO METROPOLITAN FIRE DISTRICT, A CALIFORNIA SPECIAL DISTRICT
Ву:	Peter Nixon, Lic. 00975548	-		
	Peter Mixon, Ltc. 00070040			Owner
	•			
Ву:			Ву:	
	Kris Riley, Lic. 01290492			Todd Harms
	$\mathcal{D}_{\ell}$ .			Fire Chief
-	11122		Title:	Fire Chief
Ву:	David Karnes, Lic. 02067786	_	Title.	
	David (Million) Biol October 60			10545 Armstrong Avenue, #200,
			Address:	

CONSULT YOUR ADVISORS – This document (including its exhibits and addenda, if any) has been prepared for review and approval by your attorney. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. Consult your attorney and tax accountant.

# **EXHIBIT A**



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# **EXHIBIT B**

SMFD ±3.43 Acres
Sacramento County APN 261-0020-026
SWC Greenback Lane & Kenneth Avenue
6131 Kenneth Avenue
Fair Oaks, California 95628
Property Information Materials
January 25, 2022



- 1. Property Brochure
- 2. Property Aerials
- 3. Parcel Map & Tax Assessor Property Detail Report
- 4. Sacramento County Property Profile
- 5. Sale/Lease Disclosures
- FEMA FIRM Map dated August 16, 2012
- 7. Preliminary Title Report and Color-Coded Easements Map, prepared by Placer Title Company, dated February 19, 2019
- 8. Sacramento County 2- Foot Contours Map
- Natural Hazard Disclosure Abstract, Prepared by First American Natural Hazard Disclosures, dated February 15, 2019
- 10. Sacramento County General Plan Land Use Map
- 11. Fair Oaks Community Plan Map and Text
- 12. Sacramento County Zoning Map and Code
- 13. Sewer Map and Information, prepared by Sacramento Area Sewer District, dated August 7, 2017
- 14. Water Map and Information, prepared by Citrus Heights Water District, dated August 7, 2017
- 15. Youngdahl Environmental Site Assessment, dated March 11, 2019

### Property: 6131 Kenneth Avenue, Fair Oaks, CA 95628 (Unincorporated)

California Natural Hazard Disclosures. California law requires the transferor and/or the transferor's agent, as soon as practicable before the transfer/sale of real property, to disclose to any prospective transferee the fact that the property is located in the following: (1) A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency; (2) AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to §8589.5 of the Government Code; (3) A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to \$51178 or \$51179 of the Government Code, which will subject the owner of such property to the maintenance requirements of \$51182 of the Government Code; (4) A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to \$4125 of the Public Resources Code, which will subject the owner of such property to the maintenance requirements of \$4291 of the Public Resources Code; (5) AN EARTHQUAKE FAULT ZONE pursuant to \$2622 of the Public Resources Code, and (6) A SEISMIC HAZARD ZONE pursuant to \$2696 of the Public Resources Code. The transferor shall provide any prospective transferee with a Natural Hazard Disclosure Statement for the Property in a form sufficient to satisfy California law.

<u>Flood Zones</u>. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

<u>Earthquakes.</u> Whether or not located in a designated earthquake fault or seismic hazard zone, all properties in California are subject to earthquake risks and may be subject to state and local earthquake-related requirements, including retrofit requirements. Among other items, water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions sellers must execute a written certification that water heaters are so braced, anchored or strapped (California Health and Safety Code §19211). Buyers/tenants should have their experts confirm and otherwise investigate and evaluate these matters. More information may be found in the California Commercial Property Owner's Guide to Earthquake Safety, available at <a href="https://www.seismic.ca.gov">www.seismic.ca.gov</a>.

Fires. Properties, whether or not located in a designated fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code §25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code §25915 et seq.); buyers/tenants have similar obligations. If sellers/landlords know of the presence of mold that exceeds permissible exposure limits or poses a health threat, they are required to disclose that information in writing (California Health and Safety Code §26140). For residential properties, all contracts for sale must include certain mandated disclosures regarding gas and hazardous waste pipelines (California Civil Code §2079.10.5). Have your experts investigate and evaluate these matters.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. All commercial

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property owners and/or lessors are required to state on every lease form or rental agreement whether the property has undergone inspection by a Certified Access Specialist (CASp), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards (California Civil Code §1938). Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California, or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws.

Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. In California, if a pest control report is a condition of the purchase contract, then buyers/tenants are entitled to receive a copy of the report and any certification and notice of work completed (California Civil Code §1099). Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent – you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent – you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

### DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. To the Buyer and the Seller:

ne Buyer and the Seller:
Diligent exercise of reasonable skill and care in performance of the agent's duties.
A duty of honest and fair dealing and good faith.
A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT** 

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting ng only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

I A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not k known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiductary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer, as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a causal relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079:13 to 2079:24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

Newcastle Properties Group  Agent	Buyer Hamid Hopeseini
Peter Nixon	Seller: Todd Harms
Kris Riley	Seller:
B5.1	
David Karnes	Seller:



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a Lessor and Lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

### REPRESENTATION CONFIRMATION

Seller/Lessor:

SACRAMENTO METROPOLITAN FIRE DISTRICT, A CALIFORNIA SPECIAL DISTRICT

Buyer/Lessee:

COUNTRY HILL MONTESSORI, INC., A CALIFORNIA CORPORATION

Property:

6131 KENNETH AVENUE, FAIR OAKS, CA 95628 (UNINCORPORATED)

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

 $\underline{\text{Newcastle Properties Group}} \text{ is the Agent of: } \boxtimes \textbf{the Seller exclusively}$ 

Vantage Point Real Estate Services sis the Agent of: 

■ the Purchaser exclusively

SELLER/LI	ESSOR
PRINT NAME:	Todd Harms
BY:	
PRINT NAME:	
BY:	
PRINT NAME:	
	BY: PRINT NAME: BY: PRINT NAME: BY: PRINT NAME:



# Sacramento Metropolitan Fire District

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

DATE:

February 24, 2022

TO:

**Board of Directors** 

SUBJECT:

2021 Sacramento County Local Hazard Mitigation Plan Update Adoption

### BACKGROUND

The Disaster Mitigation Act of 2000 requires communities to develop a local hazard mitigation plan (Plan) to remain eligible for federal hazard mitigation funding, with updates required approximately every five years. Final acceptance of the Plan by the Federal Emergency Management Agency (FEMA) is contingent upon adoption of the Plan by each participating jurisdiction.

### DISCUSSION

This 2021 Local Hazard Mitigation Plan (LHMP) Update serves to update the 2016 FEMA approved Sacramento County LHMP. Sacramento County initiated the development of this update after receiving a grant from FEMA which served as the primary funding source for this LHMP update. The County then contracted with Foster Morrison Consulting, Ltd. to facilitate and develop the plan. Sacramento County and the City of Sacramento along with the other 6 incorporated communities, and participating specialist districts, including representatives from Sacramento Metro Fire, made a commitment to this 2021 multi-jurisdictional LHMP Update as participating jurisdictions in the following ways:

- Participate in the process as part of the Hazard Mitigation Planning Committee;
- Detail where within the Planning Area the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

Representatives from the District provided extensive data specific to our jurisdiction and attended a series of meetings to discuss and review data on Plan drafts. The full public review draft of the 2021 LHMP report is too large to attach hereto, but can be accessed on-line by using the following link: <a href="https://waterresources.saccounty.net/Pages/Drainage--Draft-Local-Hazard-Mitigation-Plan-Report.aspx">https://waterresources.saccounty.net/Pages/Drainage--Draft-Local-Hazard-Mitigation-Plan-Report.aspx</a>.

The plan is presented in 7 parts with sections specific to each participating city and district. Annex N (attached hereto) details the hazard mitigation elements specific to Metro Fire, with a focus on providing additional details on Metro Fire's planning process, risk assessment, and mitigation strategy. Some of the major changes to the 2016 plan include:

- Updating the Hazard Identification Assessment in Table N-3 to align with the Hazards identified at the County Level.
- Significant changes to the Hazard Profile and Vulnerability Assessment, N.5, to ensure that all District Facilities, Infrastructure and Other District Assets are included in the plan, as well the identification of potential risks from natural hazards.

• Updating the mitigation actions to ensure they not only address the District's current priority hazards, but to ensure sustainability into the future. Items such as the Community Risk Assessment, Community Risk Reduction Plan, an updated Community Wildfire Protection Plan, and District Facility compliance with Essential Services Code(s) have been included to support ongoing evaluation and the implementation of new programs as new hazards are identified and/or priorities change.

### **FISCAL IMPACT**

There is no direct fiscal impact from approval of this plan, however adopting and maintaining an approved Plan allows participating jurisdictions (including Metro Fire) to apply for state and federal grant funding.

### RECOMMENDATION

Staff recommends the adoption of the attached resolution.

Submitted by:

Ty Bailey

Deputy Chief, Administration



# Sacramento Metropolitan Fire District

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

# RESOLUTION NO. 2022-\_\_\_\_ BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT

County of Sacramento, State of California

# A RESOLUTION TO APPROVE THE 2021 SACRAMENTO COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Sacramento Metropolitan Fire District recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Sacramento Metropolitan Fire District fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Sacramento County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the Sacramento Metropolitan Fire District desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Sacramento County Local Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the Sacramento Metropolitan Fire District, demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan.

**WHEREAS** adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**NOW, THERFORE BE IT RESOLVED**, that the Sacramento Metropolitan Fire District adopts the Sacramento County Local Hazard Mitigation Plan as an official plan; and

RESOLUTION	NO.	2022-	
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**BE IT FURTHER RESOLVED**, the Sacramento Metropolitan Fire District will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

PASSED AND APPROVED this 24th day of	February, 2022, by the following vote, to wit:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Sacramento Metropolitan Fire District
Attested by:	President, Board of Directors
Clerk of the Board	



# Annex N Sacramento Metropolitan Fire District

### N.1 Introduction

This Annex details the hazard mitigation planning elements specific to Sacramento Metro Fire District (SMFD or District), a previously participating jurisdiction to the 2021 Sacramento County Local Hazard Mitigation Plan (LHMP) Update. This Annex is not intended to be a standalone document, but appends to and supplements the information contained in the Base Plan document. As such, all sections of the Base Plan, including the planning process and other procedural requirements apply to and were met by the District. This Annex provides additional information specific to SMFD, with a focus on providing additional details on the risk assessment and mitigation strategy for this District.

### N.2 Planning Process

As described above, the District followed the planning process detailed in Chapter 3 of the Base Plan. In addition to providing representation on the Sacramento County Hazard Mitigation Planning Committee (HMPC), the District formulated their own internal planning team to support the broader planning process requirements. Internal planning participants, their positions, and how they participated in the planning process are shown in Table N-1. Additional details on plan participation and District representatives are included in Appendix A.

Table N-1 SMFD - Planning Team

Name	Position/Title	How Participated
Ty Bailey	Exec. Director	Project Coordination. Attended meetings. Provided input on hazard identification.
Lisa Barsdale	Fire Marshal	Risk Analysis. Assisted with annex edits and mitigation actions.  Attended meetings.
Jeff Frye	Chief Development Officer	Planning & Development. Assisted with annex edits and mitigation actions.
Erin Castleberry	Administrative Specialist	Planning & Development. Assisted with annex edits and mitigation actions.

Coordination with other community planning efforts is paramount to the successful implementation of this LHMP Update. This section provides information on how the District integrated the previously approved 2016 Plan into existing planning mechanisms and programs. Specifically, the District incorporated into or implemented the 2016 LHMP through other plans and programs shown in Table N-2.



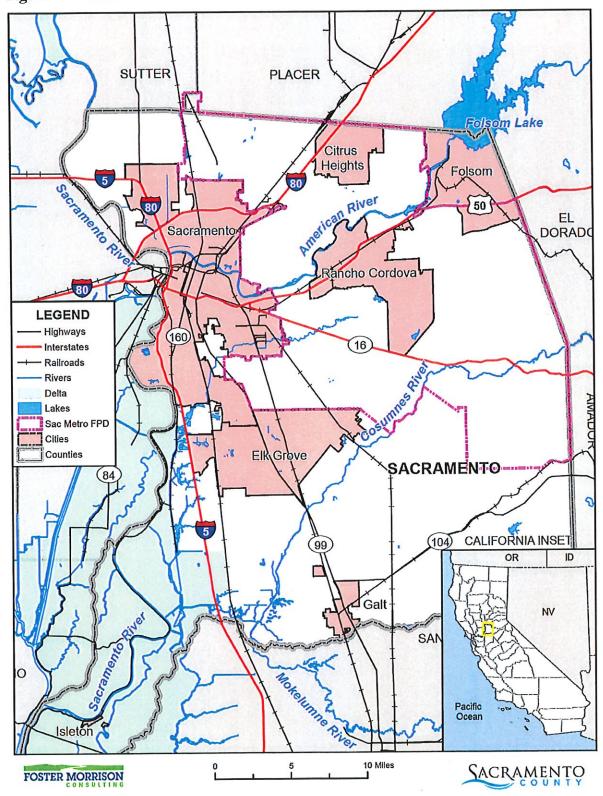
### Table N-2 2016 LHMP Incorporation

Planning Mechanism 2016 LHMP Was Incorporated/Implemented In.	Details: How was it incorporated?
Community Risk Reduction Plan	LHMP was used to inform sections of this Plan.

## N.3 District Profile

The District profile for the SMFD is detailed in the following sections. Figure N-1 displays a map and the location of the District within Sacramento County.

Figure N-1 SMFD



Data Source: Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

### N.3.1. Overview and Background

The Sacramento Metropolitan Fire District, "Metro Fire," serves a population of over 738,000 in a 358 square mile service area. Metro Fire is the 7th largest fire agency in the State of California.

Metro Fire is a combination of 16 smaller fire departments that, over the years, merged to create this California Special District. The last merger was in December 2000 when American River Fire Department and Sacramento County Fire Protection District merged to form the Sacramento Metropolitan Fire District, pursuant to Government Code Section 56839. As a special district, Metro Fire is governed by a Board of Directors; each member is elected by the voters within a geographical area, or division, of Metro Fire's operational area.

On any given day, there are 155 on-duty personnel to serve the District's communities. Routine and emergency operations are managed with five (5) Battalion Chiefs with oversight through an Assistant Chief assigned a 24-hour shift. Metro Fire is comprised of three branches — Operations, Administration, and Support Services.

Operations includes Fire & Rescue, Emergency Medical, Training & Safety, Special Operations, Homeland Security, Fire Investigation, and Health & Wellness Divisions. The Administration Branch consists of Economic Development, Finance, Human Resources, and Information Technology Division. Support Services oversees Facilities, Fleet Maintenance, Logistics Division and Community Risk Reduction Division.

The coordinated efforts of all three branches provide the efficiencies necessary to provide all-hazard emergency response and community risk reduction services within the jurisdiction. This in conjunction with the collaborative relationships with County, City and allied partners aid to ensure the highest level of service is provided and maintained for the residents, businesses and visitors.

### N.4 Hazard Identification

SMFD identified the hazards that affect the District and summarized their location, extent, frequency of occurrence, potential magnitude, and significance specific to District (see Table N-3).

Table N-3 SMFD—Hazard Identification Assessment

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	Highly Like	y Limited	d	Medium	Low
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mited	Unlikely	Neglig	ible	Low	Low
xtensive	Highly Like	ly Catastı	rophic	High	High
Magnitude/Severity Catastrophic—More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths Critical—25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid Significance Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact					
permanent disability Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability  Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid  Significance Low: minimal potential impact  Medium: moderate potential impact					

Medium: moderate potential impact High: widespread potential impact

### N.5 Hazard Profile and Vulnerability Assessment

The intent of this section is to profile the District's hazards and assess the District's vulnerability separate from that of the Sacramento County Planning Area as a whole, which has already been assessed in Section 4.3 Hazard Profiles and Vulnerability Assessment in the Base Plan. The hazard profiles in the Base Plan discuss overall impacts to the Sacramento County Planning Area and describes the hazard problem description, hazard location and extent, magnitude/severity, previous occurrences of hazard events and the likelihood of future occurrences. Hazard profile information specific to the District is included in this Annex. This vulnerability assessment analyzes the property and other assets at risk to hazards ranked of medium or high significance specific to the District. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the Base Plan.

### N.5.1. Hazard Profiles

Each hazard vulnerability assessment in Section N.5.3, includes a hazard profile/problem description as to how each medium or high significant hazard (as shown in Table N-3) affects the District and includes information on past hazard occurrences and the likelihood of future hazard occurrence. The intent of this section is to provide jurisdictional specific information on hazards and further describes how the hazards and risks differ across the Sacramento County Planning Area.

### N.5.2. Vulnerability Assessment and Assets at Risk

This section identifies the District's total assets at risk, including values at risk, populations at risk, critical facilities and infrastructure, natural resources, and historic and cultural resources. Growth and development trends are also presented for the District. This data is not hazard specific, but is representative of total assets at risk within the District.

### Assets at Risk and Critical Facilities

This section considers the SMFD's assets at risk, with a focus on key District assets such as critical facilities, infrastructure, and other District assets and their values. With respect to District assets, the majority of these assets are considered critical facilities as defined for this Plan. Critical facilities are defined for this Plan as:

Any facility, including without limitation, a structure, infrastructure, property, equipment or service, that if adversely affected during a hazard event may result in severe consequences to public health and safety or interrupt essential services and operations for the community at any time before, during and after the hazard event.

A critical facility is classified by the following categories: (1) Essential Services Facilities, (2) At-risk Populations Facilities, (3) Hazardous Materials and Solid Waste Facilities.

Table N-4 lists critical facilities and other District assets identified by the District Planning Team as important to protect in the event of a disaster. SMFD's physical assets, valued at over \$153 million, consist of the buildings and infrastructure to support the District's operations.

Table N-4 SMFD Critical Facilities, Infrastructure, and Other District Assets

Name of Asset	Facility Type	Replacement Value	Which Hazards Pose Risk
Station 21	Essential	5,441,361	Earthquake
Station 22	Essential	1,014,640	Earthquake
Station 23	Essential	1,361,669	Earthquake
Station 24	Essential	1,615,274	Earthquake
Station 25	Essential	1,879,527	Earthquake
Station 26	Essential	2,521,810	Earthquake
Station 27	Essential	999,352	Earthquake
Station 28	Essential	801,362	Earthquake
Station 29	Essential	6,147,942	Earthquake
Station 31	Essential	1,315,817	Earthquake
Station 32	Essential	6,253,853	Earthquake
Station 41	Essential	1,487,942	Earthquake
Station 42	Essential	851,879	Earthquake
Station 50	Essential	9,023,606	Earthquake, Dam Failure
Station 51	Essential	2,633,071	Earthquake, Flood, Dam Failure
Station 52	Training	1,002,297	Earthquake, Flood, Dam Failure
Station 53	Essential	982,137	Earthquake, Flood, Dam Failure
Station 54	Essential	943,672	Earthquake, Flood, Dam Failure
Station 55	Essential	1,554,895	Earthquake, Wildfire
Station 58	Essential	996,861	Earthquake, Wildfire
Station 59	Essential	1,687,979	Earthquake, Wildfire
Station 61	Essential	1,973,109	Earthquake, Flood, Dam Failure
Station 62	Essential	2,024,654	Earthquake, Dam Failure
Station 63	Essential	904,049	Earthquake, Dam Failure
Station 64	Essential	349,588	Earthquake, Dam Failure
Station 65	Essential	2,458,004	Earthquake, Flood, Dam Failure
Station 66	Essential	2,520,734	Earthquake, Dam Failure
Station 68	Essential	6,460,650	Earthquake, Dam Failure
Station 101	Essential	4,267,007	Earthquake
Station 102	Essential	801,514	Earthquake
Station 103	Essential	837,945	Earthquake
Station 105	Essential	1,960,039	Earthquake, Flood, Dam Failure
Station 106	Essential	2,758,026	Earthquake, Dam Failure
Station 108	Essential	939,409	Earthquake
Station 109	Essential	3,340,863	Earthquake
Station 110	Essential	3,293,177	Earthquake, Dam Failure

Name of Asset	Facility Type	Replacement Value	Which Hazards Pose Risk
Station 111	Essential	6,352.585	Earthquake, Dam Failure
Station 112	Essential	779,918	Earthquake
Station 114	Essential	County Owned	Earthquake
Station 115	Essential	County Owned	Earthquake
Station 116	Essential	1,214,663	Earthquake, Dam Failure
Station 117	Essential	576,391	Earthquake, Dam Failure
Headquarters	Essential	30,645,922	Earthquake, Dam Failure
Logistics	Essential	6,066,361	Earthquake, Dam Failure
Fleet	Essential	13,112,495	Earthquake
Hurley	Leased	5,987,786	Earthquake
Gold Canal	Leased	3,263,704	Earthquake, Dam Failure
Total		\$60,867,322	

Source: SMFD

### Natural Resources

SMFD has a variety of natural resources of value to the District. These natural resources parallels that of Sacramento County as a whole. Information can be found in Section 4.3.1 of the Base Plan.

### Historic and Cultural Resources

SMFD has a variety of historic and cultural resources of value to the District. These historic and cultural resources parallels that of Sacramento County as a whole. Information can be found in Section 4.3.1 of the Base Plan.

### Growth and Development Trends

General growth in the District parallels that of the Sacramento County Planning Area as a whole. Information can be found in Section 4.3.1 of the Base Plan.

### Development since 2016

No new facilities were built since 2016. As such, vulnerability of the District is assumed to have not changed since 2016.

### **Future Development**

Station 68 is currently under construction. We will also likely add a station in between 50 and 55 as well. This future development will serve to reduce hazard risk, and these building will be built to code and in locations so as to reduce risk to the structure. As such, a lowering of in vulnerability is likely.

The District has no control over future development in areas the District services. Future development in these areas parallels that of the Sacramento County Planning Area. More general information on growth and development in Sacramento County as a whole can be found in "Growth and Development Trends" in Section 4.3.1 Sacramento County Vulnerability and Assets at Risk of the Base Plan.

### N.5.3. Vulnerability to Specific Hazards

This section provides the vulnerability assessment, including any quantifiable loss estimates, for those hazards identified above in Table N-3 as high or medium significance hazards. Impacts of past events and vulnerability of the District to specific hazards are further discussed below (see Section 4.1 Hazard Identification in the Base Plan for more detailed information about these hazards and their impacts on the Sacramento County Planning Area). Methodologies for evaluating vulnerabilities and calculating loss estimates are the same as those described in Section 4.3 of the Base Plan.

An estimate of the vulnerability of the District to each identified priority hazard, in addition to the estimate of likelihood of future occurrence, is provided in each of the hazard-specific sections that follow. Vulnerability is measured in general, qualitative terms and is a summary of the potential impact based on past occurrences, spatial extent, and damage and casualty potential. It is categorized into the following classifications:

- Extremely Low—The occurrence and potential cost of damage to life and property is very minimal to nonexistent.
- > Low—Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal.
- > Medium—Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- ➤ High—Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past.
- **Extremely High**—Very widespread with catastrophic impact.

Depending on the hazard and availability of data for analysis, this hazard specific vulnerability assessment also includes information on values at risk, critical facilities and infrastructure, populations at risk, and future development.

### Power Outage/Power Failure

An impact of almost all hazards below relates to power outage and/or power failures. The US power grid crisscrosses the country, bringing electricity to homes, offices, factories, warehouses, farms, traffic lights and even campgrounds. According to statistics gathered by the Department of Energy, major blackouts are on the upswing. Incredibly, over the past two decades, blackouts impacting at least 50,000 customers have increased 124 percent. The electric power industry does not have a universal agreement for classifying disruptions. Nevertheless, it is important to recognize that different types of outages are possible so that plans may be made to handle them effectively. In addition to blackouts, brownouts can occur. A brownout is an intentional or unintentional drop in voltage in an electrical power supply system. Intentional brownouts are used for load reduction in an emergency. Electric power disruptions can be generally

grouped into two categories: intentional and unintentional. More information on types of power disruptions can be found in Section 4.3.2 of the Base Plan.

# Public Safety Power Shutoff (PSPS)

A new intentional disruption type of power outage/failure event has recently occurred in California. In recent years, several wildfires have started as a result of downed power lines or electrical equipment. This was the case for the Camp Fire in 2018. As a result, California's three largest energy companies (including PG&E), at the direction of the California Public Utilities Commission (CPUC), are coordinating to prepare all Californians for the threat of wildfires and power outages during times of extreme weather. To help protect customers and communities during extreme weather events, electric power may be shut off for public safety in an effort to prevent a wildfire. This is called a PSPS. More information on PSPS criteria can be found in Section 4.3.2 of the Base Plan.

Metro Fire's Emergency Operations Plan (EOP) addresses power outages in Incident Annex 9 – Utility and Power Failure Response. The purpose of this Incident Annex is to provide resources and support to affiliated agencies for emergent needs in Metro Fire's jurisdiction in the event of a major electrical power or natural gas supply failure. The Incident Annex provides guidelines for planning and reducing the impacts associated with large utility failures and ensuring that emergency services are not interrupted. The Incident Annex includes information on standard operating procedures for emergency routes, movement of responders, victims and supplies associated with response and recovery efforts following a major disaster. Also included is information on major response services critical to the welfare of the citizens living and conducting business within Metro Fire's boundaries. The Incident Annex is responsible for coordinating with all affiliated agencies to manage the auxiliary needs before (preparedness), during (response), and after (recovery and mitigation) the event.

This Incident Annex was last updated in 2016 and does not specifically address PSPS planned power outages, which began in 2019. Metro Fire attests that future updates to Incident Annex 9 will specifically address PSPS planned outages in its scope.

Metro Fire has 26 facilities with emergency back-ups generators, however 6 of them are in poor condition. There are 19 facilities without any form of emergency back-up power.

# Climate Change

Likelihood of Future Occurrence—Highly Likely Vulnerability—Medium

# Hazard Profile and Problem Description

Climate change adaptation is a key priority of the State of California. The 2018 State of California Multi-Hazard Mitigation Plan stated that climate change is already affecting California. Sea levels have risen by as much as seven inches along the California coast over the last century, increasing erosion and pressure on the state's infrastructure, water supplies, and natural resources. The State has also seen increased average temperatures, more extreme hot days, fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow, and earlier runoff of both snowmelt and

rainwater in the year. In addition to changes in average temperatures, sea level, and precipitation patterns, the intensity of extreme weather events is also changing.

### Location and Extent

Climate change is a global phenomenon. It is expected to affect the whole of the District, Sacramento County, and State of California. There is no scale to measure the extent of climate change. Climate change exacerbates other hazards, such as drought, extreme heat, flooding, wildfire, and others. The speed of onset of climate change is very slow. The duration of climate change is not yet known, but is feared to be tens to hundreds of years.

### Past Occurrences

Climate change has never been directly linked to any declared disasters. While the District noted that climate change is of concern, no specific impacts of climate change could be recalled. The District and HMPC members did, however, note that in Sacramento County, the strength of storms does seem to be increasing and the temperatures seem to be getting hotter.

# Vulnerability to and Impacts from Climate Change

The California Adaptation Planning Guide (APG) prepared by California OES and CNRA was developed to provide guidance and support for local governments and regional collaboratives to address the unavoidable consequences of climate change. California's APG: Understanding Regional Characteristics has divided California into 11 different regions based on political boundaries, projected climate impacts, existing environmental setting, socioeconomic factors and regional designations. Sacramento County falls within the North Sierra Region characterized as a sparsely settled mountainous region where the region's economy is primarily tourism-based. The region is rich in natural resources, biodiversity, and is the source for the majority of water used by the state. This information can be used to guide climate adaptation planning in the District and Sacramento County Planning Area.

The California APG: Understanding Regional Characteristics identified the following impacts specific to the North Sierra region in which the Sacramento County Planning Area is part of:

- Temperature increases
- Decreased precipitation
- Reduced snowpack
- Reduced tourism
- Ecosystem change
- > Sensitive species stress
- Increased wildfire

The District noted that climate change could increase outdoor fires in general not necessarily just wildfires. Also, if snowpack melt increases its logical to assume rescue calls along the rivers could also increase. For EMS, medical calls for dehydration/exposure could increase.

### Assets at Risk

The District noted that its facilities will most likely not be at risk from climate change.

### Dam Failure

Likelihood of Future Occurrence—Unlikely Vulnerability—High

# Hazard Profile and Problem Description

Dams are manmade structures built for a variety of uses including flood protection, power generation, agriculture, water supply, and recreation. When dams are constructed for flood protection, they are usually engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any one year. If prolonged periods of rainfall and flooding occur that exceed the design requirements, that structure may be overtopped or fail. Overtopping is the primary cause of earthen dam failure in the United States.

### Location and Extent

Dam failure is a natural disaster from two perspectives. First, the inundation from released waters resulting from dam failure is related to naturally occurring floodwaters. Second, a total dam failure would most probably happen as a consequence of the natural disaster triggering the event, such as an earthquake. There is no scale with which to measure dam failure. However, Cal DWR Division of Safety of Dams (DOSD) assigns hazard ratings to dams within the State that provides information on the potential impact should a dam fail. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. Dams are classified in four categories that identify the potential hazard to life and property: Low, Significant, High, and Extremely High. These were discussed in more detail in Section 4.3.7 of the Base Plan.

While a dam may fill slowly with runoff from winter storms, a dam break has a very quick speed of onset. The duration of dam failure is generally not long – only as long as it takes to empty the reservoir of water the dam held back. The District would be affected for as long as the flood waters from the dam failure took to drain downstream.

Based on dam inundation data obtained from CA DWR and Cal OES the was discussed in Section 4.3.7 of the Base Plan, dams inside the County that can affect the District can be seen on Figure N-2. Dams outside the County that can affect the District can be seen on Figure N-3. The Folsom Dam 235,000 cfs scenario discussed in Section 4.3.7 of the Base Plan is shown in Figure N-3. While Figure N-2 and Figure N-3 illustrate dam inundation areas from an actual dam failure, Figure N-3, the Folsom 235,000 cfs scenario reflects the likely inundation area associated with a possible "super" release of water from Folsom. This updated Folsom scenario reflects the Folsom dam improvements which make a dam failure unlikely, with any resulting downstream inundation from Folsom associated with an intentional release of water from the dam. It is anticipated that the worst case scenario would be a 235,000 cfs release, which is comparable to a 200-year flood. The area labeled Folsom 235,000 CFS Release Riverine Inundation is the American

River corridor and the backwater of the Natomas East Main Drainage Channel (aka Steelhead Creek) to the lood control pump station.				

SUTTER **PLACER** Citrus 9. Heights 5 80 50 Sacramento EL DORADO Rancho Cordova **LEGEND** Highways (160) Interstates Railroads Rivers Delta Lakes Sac Metro FPD Cities Counties Elk Grove SACRAMENTO: CALIFORNIA INSET 99 OR ID NV **DAM AND** DAM INUNDATION AREA EXTENTS High NO High Calero Pacific Folsom Ocean Rancho Seco Willow Hill 5 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-2 SMFD - Dam Inundation Areas from Dams Inside the County

Data Source: County-provided dam inundation data (FOLSOM\_DAM\_INUNDATION\_AREA.shp 2016), DWR DSOD Data 2020 and Cal OES Dam Status 10/2017, Sacramento County GIS, Cal-Atlas; Map Date: 2/2021.

SUTTER **PLACER** Hinkle Folsom Lake Citrus Heights 9 Folsom American River Sacramento Riv LDorado Hills 50 Sacramento EL DORADO Rancho Cordova 80 **LEGEND** Highways (160) Interstates Railroads Rivers Delta Lakes Sac Metro FPD Cities Counties Elk Grove SACRAMENTO CALIFORNIA INSET (104) DAM AND DAM INUNDATION OR **AREA EXTENTS** Extremely High Extremely High alt NV Camp Far West Oroville High High NO Cameron Park El Dorado Pacific Hinkle Ocean Jackson Creek Shasta 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-3 SMFD - Dam Inundation Areas from Dams Outside the County

Data Source: DWR DSOD Data 2020 and Cal OES Dam Status 10/2017, Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 9/2020.

SUTTER PLACER Citrus 9. Heights Folsom 50 EL DORADO Rancho Cordova **LEGEND** Highways 160 Interstates Railroads Rivers Delta Lakes Sac Metro FPD Cities Cosumne Elk Grove Counties SACRAMENTO CALIFORNIA INSET (104) (99) Galt NV DAM AND DAM INUNDATION NO **AREA EXTENTS** High kelun Pacific Ocean Folsom 235,000 CFS Release Inundation Folsom 235,000 CFS Release Riverine Inundation 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-4 SMFD - Dam Inundation Areas from Folsom Dam 235,000 cfs Scenario

Data Source: County-provided dam inundation data (CA\_DWR\_200YEAR\_FLOODPLAIN.zip 2020), DWR DSOD Data 2020, Sacramento County GIS, Cal-Atlas; Map Date: 02/2021.

#### Past Occurrences

There has been no federal or state disaster declarations for dam failure in the County. Metro Fire responded to the Oroville Spillway incident through agreements with Cal Fire and Cal OES. Direct costs were reimbursed through the agreements and mutual aid system. The District noted no other dam failure occurrences that have affected the District.

# Vulnerability to and Impacts from Dam Failure

Dam failure flooding would vary by community depending on which dam fails and the nature and extent of the dam failure and associated flooding. Impacts to the District from a dam failure flood could include loss of life and injury, flooding and damage to property and structures, damage to critical facilities and infrastructure, loss of natural resources, and all other flood related impacts. Additionally, mass evacuations and associated economic losses can also be significant.

The District noted risk to Folsom Dam. Operationally, Metro Fire overburdened and would likely need mutual aid assistance. If stations were rendered inoperable due to inundation, apparatus wouldn't be deployable.

### Assets at Risk

The District noted the following assets at risk to dam failure as shown in Table N-5.

Table N-5 SMFD - Assets at Risk to Dam Failure

Name of Asset	Facility Type	Replacement Value (\$)
Station 50	Essential	9,023,606
Station 51	Essential	2,633,071
Station 52	Training	1,002,297
Station 53	Essential	982,137
Station 54	Essential	943,672
Station 61	Essential	1,973,109
Station 62	Essential	2,024,654
Station 63	Essential	904,049
Station 64	Essential	349,588
Station 65	Essential	2,458,004
Station 66	Essential	2,520,734
Station 68	Essential	6,460,650
Station 105	Essential	1,960,039
Station 106	Essential	2,758,026
Station 110	Essential	3,293,177
Station 111	Essential	6,352.585
Station 116	Essential	1,214,663

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Annex N-17

Name of Asset	Facility Type	Replacement Value (\$)
Station 117	Essential	576,391
Headquarters	Essential	30,645,922
Logistics	Essential	6,066,361
Gold Canal	Leased	3,263,704
Total		\$81,060,207

Source: SMFD

# Drought & Water Shortage

Likelihood of Future Occurrence—Likely Vulnerability—High

# Hazard Profile and Problem Description

Drought is a complex issue involving many factors—it occurs when a normal amount of precipitation and snow is not available to satisfy an area's usual water-consuming activities. Drought can often be defined regionally based on its effects. Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically. Drought affects different sectors in different ways and with varying intensities. Adequate water is the most critical issue and is critical for agriculture, manufacturing, tourism, recreation, and commercial and domestic use. As the population in the area continues to grow, so will the demand for water.

### Location and Extent

Drought and water shortage are regional phenomenon. The whole of the County, as well as the whole of the District, is at risk. The US Drought Monitor categorizes drought conditions with the following scale:

- > None
- ▶ D0 Abnormally dry
- ➤ D1 Moderate Drought
- ➤ D2 Severe Drought
- ▶ D3 Extreme drought
- ▶ D4 Exceptional drought

Drought has a slow speed of onset and a variable duration. Drought can last for a short period of time, which does not usually affect water shortages and for longer periods. Should a drought last for a long period of time, water shortage becomes a larger issue. Current drought conditions in the District and the County are shown in Section 4.3.8 of the Base Plan.

#### Past Occurrences

There has been two state and one federal disaster declaration due to drought since 1950. This can be seen in Table N-6.

Table N-6 Sacramento County - State and Federal Disaster Declarations Summary 1950-2020

Disaster Type		State Declarations		Federal Declarations
	Count	Years	Count	Years
Drought	2	2008, 2014	1	1977

Source: Cal OES, FEMA

Since drought is a regional phenomenon, past occurrences of drought for the District are the same as those for the County and includes 5 multi-year droughts over an 85-year period. Details on past drought occurrences can be found in Section 4.3.8 of the Base Plan.

# Vulnerability to and Impacts from Drought and Water Shortage

Based on historical information, the occurrence of drought in California, including the District, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts can be extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on impacts to individual water users. Drought impacts are wide-reaching and may be economic, environmental, and/or societal. Tracking drought impacts can be difficult.

The most significant qualitative impacts associated with drought in the Planning Area are those related to water intensive activities such as agriculture, wildfire protection, municipal usage, commerce, tourism, recreation, and wildlife preservation. Mandatory conservation measures are typically implemented during extended droughts. Drought conditions can also cause soil to compact and not absorb water well, potentially making an area more susceptible to flooding. With a reduction in water, water supply issues based on water rights becomes more evident. Climate change may create additional impacts to drought and water shortage in the County and the District.

During periods of drought, vegetation can dry out which increases fire risk. Drought that occurs during periods of extreme heat and high winds can cause Public Safety Power Shutoff (PSPS) events to be declared in the County. More information on power outage and failure can be found in the discussion at the beginning of Section N.5.3, as well as in Section 4.3.3 of the Base Plan.

The District noted that access to water is an issue for wildland fire suppression. Helicopter operations rely largely on surface water for suppression. Also, decreasing water levels in rivers make our boat inoperable for rescue operations. Shallow bottom boats may be required

#### Assets at Risk

The District noted that no facilities were at risk from drought directly. Drought can exacerbate wildfire, which could affect both District property and those the District is sworn to protect. More information on these facilities can be found in the Assets at Risk of the Wildfire section below.

# Earthquake

Likelihood of Future Occurrence—Occasional Vulnerability—Medium

# Hazard Profile and Problem Description

An earthquake is caused by a sudden slip on a fault. Stresses in the earth's outer layer push the sides of the fault together. Stress builds up, and the rocks slip suddenly, releasing energy in waves that travel through the earth's crust and cause the shaking that is felt during an earthquake. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks, such as water, power, gas, communication, and transportation. Earthquakes may also cause collateral emergencies including dam and levee failures, seiches, hazmat incidents, fires, avalanches, and landslides. The degree of damage depends on many interrelated factors. Among these are: the magnitude, focal depth, distance from the causative fault, source mechanism, duration of shaking, high rock accelerations, type of surface deposits or bedrock, degree of consolidation of surface deposits, presence of high groundwater, topography, and the design, type, and quality of building construction.

#### Location and Extent

The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake's magnitude is expressed in whole numbers and decimals (e.g., 6.8). Seismologists have developed several magnitude scales, as discussed in Section 4.3.9 of the Base Plan. Geological literature indicates that no major active faults transect the County; however, there are several subsurface faults in the Delta. The Midland fault, buried under alluvium, extends north of Bethel Island in the Delta to the east of Lake Berryessa and is considered inactive but possibly capable of generating a near 7.0 (Richter Scale) earthquake. This magnitude figure is speculative based on an 1895 earthquake measuring 6.9 on the Richter Scale with an epicenter possibly in the Midland Fault vicinity. However, oil and gas companies exploring the area's energy potential have identified several subsurface faults, none of which show any recent surface rupture. A second, presumably inactive, fault is in the vicinity of Citrus Heights near Antelope Road. This fault's only exposure is along a railroad cut where offsetting geologic beds can be seen. Neither the lateral extent of the trace, the magnitude of the offset, nor the age of faulting has been determined. To the east, the Bear Mountain fault zone trends northwest-southeast through Amador and El Dorado Counties. Geologists believe this series of faults has not been active in historic time.

Another measure of earthquake severity is intensity. Intensity is an expression of the amount of shaking at any given location on the ground surface. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. The District is located in an area where few earthquakes of significant magnitude occur, so both magnitude and intensity of earthquakes are expected to remain low. Seismic shaking maps for the area show Sacramento County and the District fall within a low to moderate shake risk, with most of the moderate risk in the Delta area of the County.

#### Past Occurrences

There have been no past federal or state disaster declarations from this hazard. The District noted no past occurrences of earthquakes or that affected the District in any meaningful way.

# Vulnerability to and Impacts from Earthquake

The combination of plate tectonics and associated California coastal mountain range building geology generates earthquake as a result of the periodic release of tectonic stresses. Sacramento County lies in the center of the North American and Pacific tectonic plate activity. There have been earthquakes as a result of this activity in the historic past, and there will continue to be earthquakes in the future of the California north coastal mountain region.

Fault ruptures itself contributes very little to damage unless the structure or system element crosses the active fault; however, liquefaction can occur further from the source of the earthquake. In general, newer construction is more earthquake resistant than older construction due to enforcement of improved building codes. Manufactured buildings can be very susceptible to damage because their foundation systems are rarely braced for earthquake motions. Locally generated earthquake motions and associated liquefaction, even from very moderate events, tend to be more damaging to smaller buildings, especially those constructed of unreinforced masonry (URM) and soft story buildings. A majority of Metro Fire's older stations are structurally masonry. Whether or not its reinforced is unknown.

The Uniform Building Code (UBC) identifies four seismic zones in the United States. The zones are numbered one through four, with Zone 4 representing the highest level of seismic hazard. The UBC establishes more stringent construction standards for areas within Zones 3 and 4. All of California lies within either Zone 3 or Zone 4. The SMFD is within the less hazardous Zone 3.

Impacts from earthquake in the District will vary depending on the fault that the earthquake occurs on, the depth of the earthquake strike, and the intensity of shaking. Large events could cause damages to infrastructure, critical facilities, residential and commercial properties, and possible injuries or loss of life.

The District noted that the Search and Rescue Team would be at risk if they were sent out to respond to an earthquake event.

#### Assets at Risk

SMFD has assets at risk to earthquake, as shown on Table N-7.

Table N-7 SMFD - Assets at Risk to Earthquake

Name of Asset	Facility Type	Replacement Value (\$)
Station 21	Essential	5,441,361
Station 22	Essential	1,014,640
Station 23	Essential	1,361,669
Station 24	Essential	1,615,274

Name of Asset	Facility Type	Replacement Value (\$)
Station 25	Essential	1,879,527
Station 26	Essential	2,521,810
Station 27	Essential	999,352
Station 28	Essential	801,362
Station 29	Essential	6,147,942
Station 31	Essential	1,315,817
Station 32	Essential	6,253,853
Station 41	Essential	1,487,942
Station 42	Essential	851,879
Station 50	Essential	9,023,606
Station 51	Essential	2,633,071
Station 52	Training	1,002,297
Station 53	Essential	982,137
Station 54	Essential	943,672
Station 55	Essential	1,554,895
Station 58	Essential	996,861
Station 59	Essential	1,687,979
Station 61	Essential	1,973,109
Station 62	Essential	2,024,654
Station 63	Essential	904,049
Station 64	Essential	349,588
Station 65	Essential	2,458,004
Station 66	Essential	2,520,734
Station 68	Essential	6,460,650
Station 101	Essential	4,267,007
Station 102	Essential	801,514
Station 103	Essential	837,945
Station 105	Essential	1,960,039
Station 106	Essential	2,758,026
Station 108	Essential	939,409
Station 109	Essential	3,340,863
Station 110	Essential	3,293,177
Station 111	Essential	6,352.585
Station 112	Essential	779,918
Station 114	Essential	County Owned
Station 115	Essential	County Owned
Station 116	Essential	1,214,663

Name of Asset	Facility Type	Replacement Value (\$)
Station 117	Essential .	576,391
Headquarters	Essential	30,645,922
Logistics	Essential	6,066,361
Fleet	Essential	13,112,495
Hurley	Leased	5,987,786
Gold Canal	Leased	3,263,704
Total		\$60,867,322

Source: SMFD

# Earthquake: Liquefaction

Likelihood of Future Occurrence—Occasional Vulnerability—Medium

# Hazard Profile and Problem Description

Liquefaction can be defined as the loss of soil strength or stiffness due to a buildup of pore-water pressure during a seismic event and is associated primarily with relatively loose, saturated fine- to medium-grained unconsolidated soils. Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause the soils to liquefy and temporarily behave as a dense fluid. If this layer is at the surface, its effect is much like that of quicksand for any structure located on it. If the liquefied layer is in the subsurface, the material above it may slide laterally depending on the confinement of the unstable mass. Liquefaction is caused by a sudden temporary increase in pore-water pressure due to seismic densification or other displacement of submerged granular soils. Liquefiable soil conditions are not uncommon in alluvial deposits in moderate to large canyons and could also be present in other areas of alluvial soils where the groundwater level is shallow (i.e., 50 feet below the surface). Bedrock units, due to their dense nature, are unlikely to present a liquefaction hazard.

# Location and Extent

There is no scientific scale for earthquake related liquefaction. The speed of onset is short, as is the duration. The effects from liquefaction can last for days, weeks, months or even years as areas of the County are rebuilt or leveed areas are dewatered, and the levees rebuilt. In Sacramento County, the Delta and areas of downtown Sacramento are at risk to liquefaction. The Delta sits atop a blind fault system on the western edge of the Central Valley. Moderate earthquakes in 1892 near Vacaville and in 1983 near Coalinga demonstrate the seismic potential of this structural belt. The increasing height of the levee system has prompted growing concern about the seismic stability of the levees. The concern is based on the proximity of faulting, the nature of the levee foundations, and the materials used to build the levees. Many levees consist of uncompacted weak local soils that may be unstable under seismic loading. The presence of sand and silt in the levees and their foundations indicates that liquefaction is also a possibility. No District facilities are located in these areas.

### Past Occurrences

There have been no past federal or state disaster declarations from this hazard. The District noted no past occurrences of earthquake liquefaction or that affected the District in any meaningful way.

# Vulnerability to and Impacts from Liquefaction

Earthquake is discussed above, but is primarily focused on the vulnerability of buildings and people from earthquake shaking. This section deals with a secondary hazard associated with earthquake – the possible collapse of structural integrity of the ground underneath liquefaction prone areas. In Sacramento County, two of these areas have been identified: downtown Sacramento and the Delta area, which could lead to a possible collapse of delta levees and any above ground structures. While this levee failure differs from the levee failure discussion below which generally focuses on levee failure due to high water conditions or other types of structural failure, the resulting impacts would be similar and include those related to a large flood event. Though no facilities are at risk, the District noted that there would be an increased call volume for rescue subject to secondary effects.

#### Assets at Risk

Though no facilities are at risk, the District noted that there would be an increased call volume for rescue subject to secondary effects.

# Flood: 1%/0.2% Annual Chance

Likelihood of Future Occurrence—Occasional/Unlikely Vulnerability—High

# Hazard Profile and Problem Description

This hazard analyzes the FEMA DFIRM 1% and 0.2% annual chance floods. These tend to be the larger floods that can occur in the County or in the District, and have caused damages in the past. Flooding is a significant problem in Sacramento County and the District. Historically, the District has been at risk to flooding primarily during the winter and spring months when river systems in the County swell with heavy rainfall and snowmelt runoff. Normally, storm floodwaters are kept within defined limits by a variety of storm drainage and flood control measures. Occasionally, extended heavy rains result in floodwaters that exceed normal high-water boundaries and cause damage.

As previously described in Section 4.3.11 of the Base Plan, the Sacramento County Planning Area and the SMFD have been subject to historical flooding.

### Location and Extent

The SMFD has areas located in the 1% and 0.2% annual chance floodplain. This is seen in Figure N-5.

SUTTER PLACER 9. Folsom Height 50 EL DORADO ancho Cordova **LEGEND** Highways Interstates Railroads Rivers Lakes Sac Metro FPD Cities Counties SACRAMENTO 5 CALIFORNIA INSET **DFIRM FLOOD ZONES** 1% Annual Chance Zone A NV Zone AE Zone AH SAN Zone AO Zone A99 0 0.2% Annual Chance 0.2% Annual Chance Pacific Ocean X Protected by Levee Other Areas Isleton Zone X 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-5 SMFD - FEMA DFIRM Flood Zones

Data Source: FEMA NFHL 07/19/2018, Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

Table N-8 details the DFIRM mapped flood zones within the 1% annual chance flood zone as well as other flood zones located within the District.

Table N-8 SMFD-DFIRM Flood Hazard Zones

Flood Zone	Description	Flood Zone Present in the District
A	100-year Flood: No base flood elevations provided	X
AE	100-year Flood: Base flood elevations provided	X
АН	An area inundated by 1% annual chance flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet	X
AO	Areas subject to inundation by 100-year shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet	X
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones	X
Shaded X	500-year flood the areas between the limits of the 1% annual chance flood and the 0.2-percent-annual-chance (or 500-year) flood	X
X Protected by Levee	An area determined to be outside the 500-year flood and protected by levee from 100-year flood	
X	Outside of flood zones	Х

Source: FEMA

Additionally, flood extents can generally be measured in volume, velocity, and depths of flooding. Expected flood depths in the District vary, depending on the nature and extent of a flood event; specific depths are unknown. Flood durations in the District tend to be short to medium term, or until either the storm drainage system can catch up or flood waters move downstream. Flooding in the District tends to have a shorter speed of onset, due to the amount of water that flows through the District.

### Past Occurrences

A list of state and federal disaster declarations for Sacramento County from flooding is shown on Table N-9. These events also likely affected the District to some degree.

Table N-9 Sacramento County – State and Federal Disaster Declarations from Flood 1950-2020

Disaster Type		Federal Declarations		State Declarations
	Count	Years	Count	Years
Flood (including heavy rains and storms)	19	1950, 1955, 1958 (twice), 1963, 1969, 1982 (twice), 1983, 1986, 1995 (twice), 1996, 1997, 1998, 2008, 2017 (three times)	14	1955, 1958, 1964, 1969, 1983, 1986, 1995 (twice), 1997, 1998, 2006, 2017 (three times)

Source: Cal OES, FEMA

# Vulnerability to and Impacts from Flood

Floods have been a part of the District's historical past and will continue to be so in the future. During winter months, long periods of precipitation and the timing of that precipitation are critical in determining the threat of flood, and these characteristics further dictate the potential for widespread structural and property damages. Predominantly, the effects of flooding are generally confined to areas near the waterways of the County. As waterways grow in size from local drainages, so grows the threat of flood and dimensions of the threat. This threatens structures in the floodplain. Structures can also be damaged from trees falling as a result of water-saturated soils. Electrical power outages happen, and the interruption of power causes major problems. Loss of power is usually a precursor to closure of governmental offices and community businesses. Roads can be damaged and closed, causing safety and evacuation issues. People may be swept away in floodwaters, causing injuries or deaths.

Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide. Floods can cause substantial damage to structures, landscapes, and utilities as well as life safety issues. Floods can be extremely dangerous, and even six inches of moving water can knock over a person given a strong current. During a flood, people can also suffer heart attacks or electrocution due to electrical equipment short outs. Floodwaters can transport large objects downstream which can damage or remove stationary structures. Ground saturation can result in instability, collapse, or other damage. Objects can also be buried or destroyed through sediment deposition. Floodwaters can also break utility lines and interrupt services. Standing water can cause damage to crops, roads, foundations, and electrical circuits. Direct impacts, such as drowning, can be limited with adequate warning and public education about what to do during floods. Other problems connected with flooding and stormwater runoff include erosion, sedimentation, degradation of water quality, loss of environmental resources, and economic impacts.

The District noted that the Search and Rescue team could be called upon to respond to flood events, putting those individuals at risk

### Assets at Risk

The District noted that there were certain assets at risk to flooding, as shown in Table N-10.

Table N-10 SMFD Assets at Risk to Flooding

Name of Asset	Facility Type	Replacement Value (\$)
Station 51	Essential	2,633,071
Station 52	Training	1,002,297
Station 53	Essential	982,137
Station 54	Essential	943,672
Station 61	Essential	1,973,109
Station 65	Essential	2,458,004
Station 105	Essential	1,960,039
Total		\$11,952,329

Source: SMFD

# Flood: Localized Stormwater Flooding

Likelihood of Future Occurrence—Highly Likely Vulnerability—Medium

# Hazard Profile and Problem Description

Flooding occurs in areas other than the FEMA mapped 1% and 0.2% annual chance floodplains. Flooding may be from drainages not studied by FEMA, lack of or inadequate drainage infrastructure, or inadequate maintenance. Localized, stormwater flooding occurs throughout the County during the rainy season from November through April. Prolonged heavy rainfall contributes to a large volume of runoff resulting in high peak flows of moderate duration.

#### Location and Extent

The SMFD is subject to localized flooding throughout the District. Flood extents are usually measured in areas affected, velocity of flooding, and depths of flooding. Expected flood depths in the District vary by location. Flood durations in the District tend to be short to medium term, or until either the storm drainage system can catch up or flood waters move downstream. Localized flooding in the District tends to have a shorter speed of onset, especially when antecedent rainfall has soaked the ground and reduced its capacity to absorb additional moisture.

The District noted no specific areas of localized flooding that affect District facilities. While facilities may not be affected, transportation routes that are flooded can cause response times to incidents to increase.

#### Past Occurrences

There have been no federal or state disaster declarations in the County due to localized flooding. The District noted no past occurrences of localized flooding that caused damages to District facilities.

# Vulnerability to and Impacts from Localized Flooding

Historically, much of the growth in the District and County has occurred adjacent to streams, resulting in significant damages to property, and losses from disruption of community activities when the streams overflow. Additional development in the watersheds of these streams affects both the frequency and duration of damaging floods through an increase in stormwater runoff.

Primary concerns associated with stormwater flooding include impacts to infrastructure that provides a means of ingress and egress throughout the community. Ground saturation can result in instability, collapse, or other damage to trees, structures, roadways and other critical infrastructure. Objects can also be buried or destroyed through sediment deposition. Floodwaters can break utility lines and interrupt services. Standing water can cause damage to crops, roads, and foundations. Other problems connected with flooding and stormwater runoff include erosion, sedimentation, degradation of water quality, losses of environmental resources, and certain health hazards.

### Assets at Risk

The District noted no specific areas of localized flooding that affect District facilities. While facilities may not be affected, transportation routes that are flooded can cause response times to incidents to increase.

### Levee Failure

Likelihood of Future Occurrence—Occasional Vulnerability—High

# Hazard Profile and Problem Description

A levee is a raised area that runs along the banks of a stream or canal. Levees reinforce the banks and help prevent flooding by containing higher flow events to the main stream channel. By confining the flow to a narrower steam channel, levees can also increase the speed of the water. Levees can be natural or manmade.

Levees provide strong flood protection, but they are not failsafe. Levees are designed to protect against a specific flood level and could be overtopped during severe weather events or dam failure. For example, levees can be certified to provide protection against the 1% annual chance flood. Levees reduce, not eliminate, the risk to individuals and structures located behind them. A levee system failure or overtopping can create severe flooding and high water velocities. Levee failure can occur through overtopping or from seepage issues resulting from burrowing rodents, general erosion, excessive vegetation and root systems and other factors that compromise the integrity of the levee. No levee provides protection from events for which it was not designed, and proper operation and maintenance are necessary to reduce the probability of failure.

#### Location and Extent

There is not a scientific scale or measurement system in place for levee failure. Expected flood depths from a levee failure in the District vary by event and location. The speed of onset is slow as the river rises, but if a levee fails the warning times are generally short for those in the inundation area. The duration of levee failure risk times can be hours to weeks, depending on the river flows that the levee holds back. When northern California dams and reservoirs are nearing maximum capacity, they release water through the river systems, causing additional burdens on County levees. Levees in the District are shown on Figure N-6.

SUTTER **PLACER** Citrus 9. Heights Folsom River 50 EL Sacra DORADO ancho Cordova **LEGEND** Highways Interstates Railroads Rivers Delta Lakes Sac Metro FPD Cities Counties Elk Grove SACRAMENTO CALIFORNIA INSET 99 OR ID Galt NV SAN 0 Pacific Ocean **DFIRM FLOOD ZONES** X Protected by Levee 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-6 SMFD - Levee Protected Areas

Data Source: FEMA NFHL 07/19/2018, Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

### Past Occurrences

There have been no federal or state disaster declarations from levee failure. The District Planning Team noted no past occurrences of levee failures.

### Vulnerability to and Impacts from Levee Failure

A levee failure can range from a small, uncontrolled release to a catastrophic failure. Levee failure flooding can occur as the result of prolonged rainfall and flooding. The primary danger associated with levee failure is the high velocity flooding of those properties outside and downstream of the breach.

Should a levee fail, some or all of the area protected by the levees would be at risk to flooding. Impacts from a levee failure include property damage, critical facility damage, and life safety issues. Business and economic losses could be large as facilities could be flooded and services interrupted. School and road closures could occur. Road closures would impede both evacuation routes and ability of first responders to quickly respond to calls for aid. Other problems connected with levee failure flooding include erosion, sedimentation, degradation of water quality, losses of environmental resources, and certain health hazards.

### Assets at Risk

The District noted that its facilities would likely not be affected by levee failure flooding, but that there would be mutual aid and Search and Rescue responses to a levee failure.

### **Pandemic**

Likelihood of Future Occurrence—Likely Vulnerability—Medium

### Hazard Profile and Problem Description

According to the World Health Organization (WHO), a disease epidemic occurs when there are more cases of that disease than normal. A pandemic is a worldwide epidemic of a disease. A pandemic may occur when a new virus appears against which the human population has no immunity. A pandemic occurs when a new virus emerges for which people have little or no immunity, and for which there is no vaccine. This disease spreads easily person-to-person, causes serious illness, and can sweep across the country and around the world in a very short time. The U.S. Centers for Disease Control and Prevention has been working closely with other countries and the WHO to strengthen systems to detect outbreaks of that might cause a pandemic and to assist with pandemic planning and preparation. An especially severe a pandemic could lead to high levels of illness, death, social disruption, and economic loss.

### Location and Extent

During a pandemic, the whole of the District, County, and surrounding region is at risk, as pandemic is a regional, national, and international event. The speed of onset of pandemic is usually short, while the duration is variable, but can last for more than a year as shown in the 1918/1919 Spanish Flu. There is no

scientific scale to measure the magnitude of pandemic. Pandemics are usually measured in numbers affected by the pandemic, and by number who die from complications from the pandemic.

### Past Occurrences

There has been one state and federal disaster declaration due to pandemic, as shown in Table N-11.

Table N-11 Sacramento County – State and Federal Pandemic Disaster Declarations 1950-2020

Disaster Type		Federal Declarations		State Declarations	
	Count	Years	Count	Years	
Pandemic	1	2020	1	2020	

Source: Cal OES, FEMA

The 20th century saw three outbreaks of pandemic.

- > The 1918-1919 Influenza Pandemic (H1N1)
- ➤ The February 1957-1958 Influenza Pandemic (H2N2)
- > The 1968 Influenza Pandemic (H3N2)

To date, the 21st century has seen two acknowledged pandemics.

- 2009 Swine Flu (H1N1)
- > 2019/2020 COVID 19

### Vulnerability to and Impacts from Pandemic

Pandemics have and will continue to have impacts on human health in the region. A pandemic occurs when a new virus emerges for which there is little or no immunity in the human population; the virus causes serious illness and spreads easily from person-to-person worldwide. There are several strategies that public health officials can use to combat a pandemic. Constant surveillance regarding the current pandemic, use of infection control techniques, and administration of vaccines once they become available. Citizens can help prevent the spread of a pandemic by staying home, or "self-quarantining," if they suspect they are infected. Pandemic does not affect the buildings, critical facilities, and infrastructure in the District. Pandemic can have varying levels of impact to the citizens of the District and greater County, depending on the nature of the pandemic.

Impacts could range from school and business closings to the interruption of basic services such as public transportation, health care, and the delivery of food and essential medicines. Hospitalizations and deaths can occur, especially to the elderly or those with pre-existing underlying conditions. As seen with Covid-19, multiple businesses were forced to close temporarily (some permanently), and unemployment rose significantly. Supply chains for food and essentials can be interrupted. Prisons may need to release prisoners to comply with social distance standards.

The impact of the COVID-19 pandemic on Metro Fire has been profound, both fiscally and operationally. More than one month before a State of Emergency Declaration was made in California, Metro Fire began

changing operational response protocols as the CDC confirmed the first COVID-19 case in the State on January 26, 2020. These changes altered every aspect of how service is provided, including PPE protocols, patient care protocols, supply utilization and stocking, health and safety procedures, staffing plans, and exposure reporting, among a multitude of others. Each time new guidance and recommendations were issued by public health officials, operational changes were necessary. Implementing these changes came at a significant cost. Faster PPE and supply burn rates resulted in increased PPE and supply costs; increases that were exacerbated by supply chain disruptions. Workers' compensation claims and overtime costs skyrocketed as maintaining sufficient staffing in a high-exposure environment became the norm. Labor costs were further increased to provide support to public health officials in their testing and vaccination efforts throughout the State.

While response and recovery costs were mounting, vital revenue sources were reduced, with fee-for-service EMS transport revenues plummeting for a good portion of 2020. For the Sacramento Metropolitan Fire District (Metro Fire), this impact has been a net loss of nearly \$5.5 million since March of 2020, with only an estimated \$1 million expected to be reimbursed through current available relief sources.

The mission of Metro Fire is to ensure the safety of our community. The losses experienced as a result of the COVID-19 pandemic have compromised the capacity to fulfill this mission, resulting in reduced service, un-funded programs, and deferred capital projects, among others. While other industries and public service agencies have access to lifeline funding, this funding has not been made available to the very agencies that provide lifeline support to the community.

### Assets at Risk

Pandemics do not affect District facilities, but can affect District personnel who operate District facilities.

# Severe Weather: Extreme Cold and Freeze

Likelihood of Future Occurrence—Occasional Vulnerability—Medium

# Hazard Profile and Problem Description

According to the National Weather Service (NWS), extreme cold often accompanies a winter storm or is left in its wake. Freezing temperatures can also occur without the accompanying winter storm.

### Location and Extent

Extreme cold and freeze are regional issues, meaning the entire City is at risk to cold weather and freeze events. While there is no scale (i.e. Richter, Enhanced Fujita) to measure the effects of extreme cold and freeze, temperature data from the County from the WRCC indicates that there are 21.8 days that fall below 32°F in western Sacramento County. Freeze has a slow onset and can generally be predicted in advance for the County. Freeze events can last for hours (in a cold overnight), or for days to weeks at a time.

### Past Occurrences

There has been no federal or state disaster declarations in the County for cold or freeze. The District noted that cold and freeze is a regional phenomenon; events that affected the County also affected the District. Those past occurrences were shown in the Base Plan in Section 4.3.2.

# Vulnerability to and Impacts from Severe Weather: Freeze and Winter Storms

The District experiences temperatures below 32 degrees during the winter months. Freeze can cause injury or loss of life to residents of the District. While it is rare for buildings to be affected directly by freeze, damages to pipes that feed building can be damaged during periods of extreme cold. This is the greatest concern to the District.

### Assets at Risk

No District facilities are at direct risk from extreme cold and freeze. District response personnel would be at risk.

### Severe Weather: Extreme Heat

Likelihood of Future Occurrence—Highly Likely Vulnerability—Medium

# Hazard Profile and Problem Description

According to FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks. Heat kills by taxing the human body beyond its abilities. In extreme heat and high humidity, evaporation is slowed, and the body must work extra hard to maintain a normal temperature." Most heat disorders occur because the victim has been overexposed to heat or has over-exercised for his or her age and physical condition. Older adults, young children, and those who are sick or overweight are more likely to succumb to extreme heat.

In addition to the risks faced by citizens of the District, there are risk to the built environment from extreme heat. While extreme heat on its own does not usually affect structure, extreme heat during times of drought can cause wildfire risk to heighten. Extreme heat and high winds can cause power outages and PSPS events, causing issues to buildings in the District.

### Location and Extent

Heat is a regional phenomenon and affects the whole of the District. Heat emergencies are often slower to develop, taking several days of continuous, oppressive heat before a significant or quantifiable impact is seen. Heat waves do not strike victims immediately, but rather their cumulative effects slowly affect vulnerable populations and communities. Heat waves do not generally cause damage or elicit the immediate response of floods, fires, earthquakes, or other more "typical" disaster scenarios.

The NWS has in place a system to initiate alert procedures (advisories or warnings) when extreme heat is expected to have a significant impact on public safety. The expected severity of the heat determines whether advisories or warnings are issued. The NWS HeatRisk forecast provides a quick view of heat risk potential over the upcoming seven days. The heat risk is portrayed in a numeric (0-4) and color (green/yellow/orange/red/magenta) scale which is similar in approach to the Air Quality Index (AQI) or the UV Index. This can be seen in Section 4.3.3 of the Base Plan.

#### Past Occurrences

There has been no federal or state disaster declarations in the County for heat. The District Planning Team note that since extreme heat is a regional phenomenon, events that affected the County also affected the District. Those past occurrences were shown in the Base Plan in Section 4.3.3.

# Vulnerability to and Impacts from Extreme Heat

The District experiences temperatures in excess of 100°F during the summer and fall months. The temperature moves to 105-110°F in rather extreme situations. During these times, drought conditions may worsen. Also, power outages and PSPS events may occur during these times as well. Health impacts are the primary concern with this hazard, though economic impacts are also an issue.

Days of extreme heat have been known to result in medical emergencies, and unpredictable human behavior. Periods of extended heat and dryness (droughts) can have major economic, agricultural, and water resources impacts. Extreme heat can also dry out vegetations, making it more vulnerable to wildfire ignitions.

Many firefighter injuries are due to heat stress, which exacerbates the likelihood of a variety of injuries including muscle sprains and strains, respiratory distress, stroke, and cardiac arrest (which accounts for approximately 50% of firefighter line-of-duty deaths).

The risk of heat-related injury in wildland firefighting is something that firefighters face practically daily during fire season each year. While wearing and carrying an average of 50lbs of gear, and working in temperatures that can soar to 1,472 degrees, firefighters lose approximately 1 gallon of sweat per hour, putting them at a high risk for dehydration. Dehydration significantly affects firefighter performance, causing delays and inefficiencies, and, most importantly, compromises firefighter safety.

This risk is especially significant considering the high response rate of Metro Fire's personnel to wildland fires. Metro Fire personnel respond to more wildland fires than structure fires each year; last year, responding to 685 wildland fires that burned more than 6 times the acreage of the previous year. Additionally, Metro Fire provides automatic aid to 5 neighboring jurisdictions and mutual aid for wildland fire incidents throughout the state. In recent years, approximately 65% of Metro Fire personnel are deployed at some point during the 7-month wildland season, an average of 12 deployments per month in-season. These deployments typically last 1-2 weeks with firefighters spending 12-24 hours on shift.

Recent wildfires throughout California have resulted in billions of dollars of property loss and many fatalities for both civilians and firefighters. Some of these fires have spread at rates upward of 50 acres per minute. Minutes matter in wildland incidents. Delays and inefficiencies on the part of firefighters due to

compromised performance caused by dehydration have catastrophic implications. Ensuring proper hydration leads to a chain reaction of benefits including increased operational effectiveness and efficiency of suppression and property conservation activities, drop in property damage, and reduction of injuries and fatalities for firefighters and civilians. Proper hydration is a matter of life and death.

#### Assets at Risk

While the District has no assets at risk to extreme heat, District personnel would be at risk. In addition, extreme heat can exacerbate wildfire risk in the District. Facilities at risk to wildfire are discussed in the Assets at Risk section of Wildfire below.

# Severe Weather: Heavy Rains and Storms

Likelihood of Future Occurrence—Likely Vulnerability—Medium

# Hazard Profile and Problem Description

Storms in the District occur annually and are generally characterized by heavy rain often accompanied by strong winds and sometimes lightning and hail. Approximately 10 percent of the thunderstorms that occur each year in the United States are classified as severe. A thunderstorm is classified as severe when it contains one or more of the following phenomena: hail that is three-quarters of an inch or greater, winds in excess of 50 knots (57.5 mph), or a tornado. Heavy precipitation in the District falls mainly in the fall, winter, and spring months.

### Location and Extent

Heavy rain events occur on a regional basis. Rains and storms can occur in any location of the District. All portions of the District are at risk to heavy rains. Most of the severe rains occur during the fall, winter, and spring months. There is no scale by which heavy rains and severe storms are measured. Magnitude of storms is measured often in rainfall and damages. The speed of onset of heavy rains can be short, but accurate weather prediction mechanisms often let the public know of upcoming events. Duration of severe storms in California, Sacramento County, and the District can range from minutes to hours to days. Information on precipitation extremes can be found in Section 4.3.4 of the Base Plan.

### Past Occurrences

There have been past disaster declarations from heavy rains and storms, which were discussed in Past Occurrences of the flood section above. According to historical hazard data, severe weather, including heavy rains and storms, is an annual occurrence in the District. This is the cause of many of the federal disaster declarations related to flooding.

# Vulnerability to and Impacts from Heavy Rain and Storms

Heavy rain and severe storms are the most frequent type of severe weather occurrences in the District. These events can cause localized flooding. Elongated events, or events that occur during times where the ground is already saturated can cause 1% and 0.2% annual chance flooding. Wind often accompanies these storms and has caused damage in the past. Hail and lightning are rare in the District.

Actual damage associated with the effects of severe weather include impacts to property, critical facilities (such as utilities), and life safety. Heavy rains and storms often result in localized flooding creating significant issues. Roads can become impassable and ground saturation can result in instability, collapse, or other damage to trees, structures, roadways and other critical infrastructure. Floodwaters and downed trees can break utilities and interrupt services.

During periods of heavy rains and storms, power outages can occur. These power outages can affect pumping stations and lift stations that help alleviate flooding. More information on power outage and failure can be found at the beginning of Section N.5.3 above, as well as in Section 4.3.3 of the Base Plan.

### Assets at Risk

There are no District facilities at direct risk to heavy rains and storms. It is the resultant flooding that puts the District at Risk. These facilities were discussed in the Assets at Risk section of the Flood: 1%/0.2% Chance above.

# Severe Weather: High Winds and Tornadoes

Likelihood of Future Occurrence—Highly Likely Vulnerability—Medium

# Hazard Profile and Problem Description

High winds, as defined by the NWS glossary, are sustained wind speeds of 40 mph or greater lasting for 1 hour or longer, or winds of 58 mph or greater for any duration. High winds can cause significant property and crop damage, threaten public safety, and have adverse economic impacts from business closures and power loss. High winds can also cause PSPS events.

Tornadoes are rotating columns of air marked by a funnel-shaped downward extension of a cumulonimbus cloud whirling at destructive speeds of up to 300 mph, usually accompanying a thunderstorm. Tornadoes form when cool, dry air sits on top of warm, moist air. Tornadoes are the most powerful storms that exist. Tornadoes, though rare, are another severe weather hazard that can affect areas of the Sacramento County Planning Area, primarily during the rainy season in the late fall, winter, and early spring.

#### Location and Extent

The entire District is subject to significant, non-tornadic (straight-line), winds. Each area of the County is at risk to high winds. Magnitude of winds is measured often in speed and damages. These events are often part of a heavy rain and storm event, but can occur outside of storms. The speed of onset of winds can be short, but accurate weather prediction mechanisms often let the public know of upcoming events. Duration of winds in California is often short, ranging from minutes to hours. The Beaufort scale is an empirical 12 category scale that relates wind speed to observed conditions at sea or on land. Its full name is the Beaufort Wind Force Scale. The Beaufort Scale was shown in Section 4.3.5 of the Base Plan.

Tornadoes, while rare, can occur at any location in the County and District. Prior to February 1, 2007, tornado intensity was measured by the Fujita (F) scale. This scale was revised and is now the Enhanced Fujita scale. Both scales are sets of wind estimates (not measurements) based on damage. The new scale (EF) provides more damage indicators (28) and associated degrees of damage, allowing for more detailed analysis and better correlation between damage and wind speed. It is also more precise because it considers the materials affected and the construction of structures damaged by a tornado. The F Scale and EF Scale are shown in Section 4.3.5 of the Base Plan.

#### Past Occurrences

There has been no federal or state disaster declarations in the County for winds and tornadoes. The District noted that since high winds is a regional phenomenon, events that affected the lower elevations of the County also affected the District. Those past occurrences were shown in the Base Plan in Section 4.3.5.

# Vulnerability to and Impacts from Severe Weather: Wind and Tornado

High winds are common occurrences in the District throughout the entire year. Straight line winds are primarily a public safety and economic concern. Windstorm can cause damage to structures and power lines which in turn can create hazardous conditions for people. Debris flying from high wind events can shatter windows in structures and vehicles and can harm people that are not adequately sheltered. High winds can impact critical facilities and infrastructure and can lead to power outages. Wind can also drive wildfire flames, spreading wildfires quickly During periods of high winds and dry vegetation, wildfire risk increases. High winds that occur during periods of extreme heat can cause PSPS events to be declared in the County. More information on power outage and failure can be found at the beginning of Section N.5.3 above, as well as in Section 4.3.3 of the Base Plan.

Impacts from high winds in the District will vary. Future losses from straight line winds include:

- Downed trees
- Power line impacts and economic losses from power outages
- Increased PSPS events
- Occasional building damage, primarily to roofs

# Assets at Risk

The District noted that all assets from Table N-4 are at risk to this hazard.

### Wildfire

Likelihood of Future Occurrence—Highly Likely Vulnerability—High

### Hazard Profile and Problem Description

Wildland fire and the risk of a conflagration is an ongoing concern for the SMFD. Throughout California, communities are increasingly concerned about wildfire safety as increased development in the foothills and mountain areas and subsequent fire control practices have affected the natural cycle of the ecosystem.

Wildland fires affect grass, forest, and brushlands, as well as any structures located within them. Where there is human access to wildland areas the risk of fire increases due to a greater chance for human carelessness and historical fire management practices. Historically, the fire season extends from early spring through late fall of each year during the hotter, dryer months; however, in recent years, the risk of wildfire has become a year around concern. Fire conditions arise from a combination of high temperatures, low moisture content in the air and fuel, accumulation of vegetation, and high winds. While wildfire risk has predominantly been associated with more remote forested areas and wildland urban interface (WUI) areas, significant wildfires can also occur in more populated, urban areas.

### Location and Extent

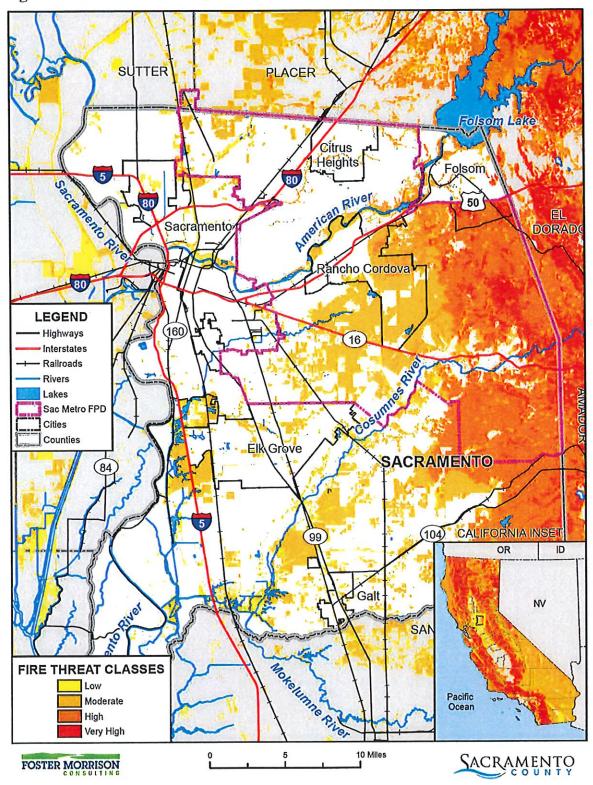
Wildfire can affect all areas of the District. CAL FIRE has estimated that the risk varies across the District and has created maps showing risk variance. Following the methodology described in Section 4.3.16 of the Base Plan, wildfire maps for the SMFD were created. Figure N-7 shows the CAL FIRE FHSZ in the District. As shown on the maps, fire hazard severity zones within the District range from Urban/Unzoned to Moderate. Figure N-8 shows the CAL FIRE Fire Threat Areas in the City. As shown on the maps, fire threat within the District ranges from No Threat to High.

SUTTER **PLACER** Folsom Lake Citrus 9. Heights Folsom 50 EL DORADO Rancho Cordova **LEGEND** Highways Interstates Railroads Rivers Lakes Sac Metro FPD Cities Counties SACRAMENTO CALIFORNIA INSET 5 104) OR ID NV SAN FIRE HAZARD SEVERITY ZONES 0 Very High High Pacific Ocean Moderate Non-Wildland/Non-Urban **Urban Unzoned** 10 Miles SACRAMENTO FOSTER MORRISON

Figure N-7 SMFD - Fire Hazard Severity Zones

Data Source: Cal-Fire 2017 (Draft 9/2007 - c34fhszl06\_1, Adopted 11/2007 - fhsz06\_3\_34, Recommended 10/2008 - c34fhszl06\_3), Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

Figure N-8 SMFD - Fire Threat Areas



Data Source: Cal-Fire 2017 Fire Threat Data (fthrt14\_2), Sacramento Metro Fire Protection District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

Wildfires tend to be measured in structure damages, injuries, and loss of life as well as on acres burned. Fires can have a quick speed of onset, especially during periods of drought or during hot dry summer months. Fires can burn for a short period of time, or may have durations lasting for a week or more.

#### Past Occurrences

There has been one state and no federal disaster declarations for Sacramento County from fire. It should be noted that this was from Southern Pacific Railroad Fires and Explosions (Roseville), so it was not truly a wildfire.

Table N-12 Sacramento County - State and Federal Disaster Declarations Summary 1950-2020

Disaster Type		State Declarations		Federal Declarations
	Count	Years	Count	Years
Fire	1	1973	0	_

Source: Cal OES, FEMA

The SMFD averages over 100 initial attack wildland and structure fires a year. This is usually between May and November for wildland incidents.

### Vulnerability to and Impacts from Wildfire

Risk and vulnerability to the Sacramento County Planning Area and the District from wildfire is of significant concern, with some areas of the Planning Area being at greater risk than others as described further in this section. High fuel loads in the Planning Area, combined with a large built environment and population, create the potential for both natural and human-caused fires that can result in loss of life and property. These factors, combined with natural weather conditions common to the area, including periods of drought, high temperatures, low relative humidity, and periodic winds, can result in frequent and potentially catastrophic fires. During the May to October fire season, the dry vegetation and hot and sometimes windy weather results in an increase in the number of ignitions. Any fire, once ignited, has the potential to quickly become a large, out-of-control fire. As development continues throughout the County and the District, especially in these interface areas, the risk and vulnerability to wildfires will likely increase.

Potential impacts from wildfire include loss of life and injuries; damage to structures and other improvements, natural and cultural resources, croplands, and loss of recreational opportunities. Wildfires can cause short-term and long-term disruption to the District. Fires can have devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the District by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. Fires can also affect air quality in the District; smoke and air pollution from wildfires can be a severe health hazard.

Although the physical damages and casualties arising from large fires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services. Schools and businesses can be forced to close for extended periods of time. Recently, the threat

Sacramento Metro Fire District

of wildfire, combined with the potential for high winds, heat, and low humidity, has caused PG&E to initiate PSPSs which can also significantly impact a community through loss of services, business closures, and other impacts associated with loss of power for an extended period. More information on power outage and failure can be found at the beginning of Section N.5.3 above, as well as in Section 4.3.3 of the Base Plan. In addition, catastrophic wildfire can create favorable conditions for other hazards such as flooding, landslides, and erosion during the rainy season.

The SMFD averages over 100 initial attack wildland and structure fires a year. This is usually between May and November for wildland incidents. Prairie lands are often damaged. Grass and woodland damaged, and there are losses of crop for cattle. Minor business and economic impacts occur each year. Road and school closures are usually minor to moderate depending on incident.

Many firefighter injuries are due to heat stress, which exacerbates the likelihood of a variety of injuries including muscle sprains and strains, respiratory distress, stroke, and cardiac arrest (which accounts for approximately 50% of firefighter line-of-duty deaths).

The risk of heat-related injury in wildland firefighting is something that firefighters face practically daily during fire season each year. While wearing and carrying an average of 50lbs of gear, and working in temperatures that can soar to 1,472 degrees, firefighters lose approximately 1 gallon of sweat per hour, putting them at a high risk for dehydration. Dehydration significantly affects firefighter performance, causing delays and inefficiencies, and, most importantly, compromises firefighter safety.

This risk is especially significant considering the high response rate of Metro Fire's personnel to wildland fires. Metro Fire personnel respond to more wildland fires than structure fires each year; last year, responding to 685 wildland fires that burned more than 6 times the acreage of the previous year. Additionally, Metro Fire provides automatic aid to 5 neighboring jurisdictions and mutual aid for wildland fire incidents throughout the state. In recent years, approximately 65% of Metro Fire personnel are deployed at some point during the 7-month wildland season, an average of 12 deployments per month in-season. These deployments typically last 1-2 weeks with firefighters spending 12-24 hours on shift.

Recent wildfires throughout California have resulted in billions of dollars of property loss and many fatalities for both civilians and firefighters. Some of these fires have spread at rates upward of 50 acres per minute. Minutes matter in wildland incidents. Delays and inefficiencies on the part of firefighters due to compromised performance caused by dehydration have catastrophic implications. Ensuring proper hydration leads to a chain reaction of benefits including increased operational effectiveness and efficiency of suppression and property conservation activities, drop in property damage, and reduction of injuries and fatalities for firefighters and civilians. Proper hydration is a matter of life and death.

# Assets at Risk

The District noted that there are a few fire stations at risk to wildfire, as shown on Table N-13.

Table N-13 SMFD Assets at Risk to Wildfire

Name of Asset	Facility Type	Replacement Value
Station 55	Essential	1,554,895

Name of Asset	Facility Type	Replacement Value
Station 58	Essential	996,861
Station 59	Essential	1,687,979
Total		\$4,239,735

Source: SMFD

# N.6 Capability Assessment

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections: regulatory mitigation capabilities, administrative and technical mitigation capabilities, fiscal mitigation capabilities, mitigation education, outreach, and partnerships, and other mitigation efforts.

# N.6.1. Regulatory Mitigation Capabilities

Table N-14 lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in the SMFD.

Table N-14 SMFD Regulatory Mitigation Capabilities

Plans	Y/N Year	Does the plan/program address hazards?  Does the plan identify projects to include in the mitigation strategy?  Can the plan be used to implement mitigation actions?
Comprehensive/Master Plan/General Plan	Y 2021	Community Risk Assessment/ Community Risk Reduction Plan
Capital Improvements Plan		Yes
Economic Development Plan		N/A
Local Emergency Operations Plan		Yes
Continuity of Operations Plan		
Transportation Plan		N/A
Stormwater Management Plan/Program		N/A
Engineering Studies for Streams		
Community Wildfire Protection Plan		Yes, 2016
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	N	
Building Code, Permitting, and Inspections	Y/N	Are codes adequately enforced?
Building Code	N/A	Version/Year:
Building Code Effectiveness Grading Schedule (BCEGS) Score	N/A	Score:
Fire department ISO rating:	Varies	Rating:

Site plan review requirements		
		Is the ordinance an effective measure for reducing hazard impacts?
Land Use Planning and Ordinances	Y/N	Is the ordinance adequately administered and enforced?
Zoning ordinance	N/A	
Subdivision ordinance	N/A	
Floodplain ordinance	N/A	
Natural hazard specific ordinance (stormwater, steep slope, wildfire)	N/A	
Flood insurance rate maps	N/A	
Elevation Certificates	N/A	,
Acquisition of land for open space and public recreation uses	N/A	
Erosion or sediment control program	N/A	
Other	N	

The Community Risk Reduction Plan will identify specific educational, outreach and/or enforcement programs to mitigate the District's Identified Risks. The programs are identified at the community level based on specific needs and will include benchmarks, as well as feedback, to measure effectiveness.

Source: SMFD

# N.6.2. Administrative/Technical Mitigation Capabilities

Table N-15 identifies the District department(s) responsible for activities related to mitigation and loss prevention in SMFD.

Table N-15 SMFD's Administrative and Technical Mitigation Capabilities

Administration	Y/N	Describe capability Is coordination effective?
Planning Commission	N/A	
Mitigation Planning Committee	Y	Put together for this LHMP planning effort.
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)		
Mutual aid agreements	Y	
Other		
Staff	Y/N FT/PT	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	N	
Floodplain Administrator	N	
Emergency Manager	N	
Community Planner	N	

Civil Engineer	N			
GIS Coordinator	Y PT			
Other	Y	Exec. Director, Fire Marshal, Chief Development Officer, Administrative Specialist are trained on mitigation (though additional training is always sought). Coordination is effective.		
Technical				
Warning systems/services (Reverse 911, outdoor warning signals)				
Hazard data and information				
Grant writing	Y FT			
Hazus analysis	N			
Other				
How can these cap	abilities	be expanded and improved to reduce risk?		
Additional training is needed. The Community Risk Reduction Plan will be implemented and some of the training from it will help the District reduce risk.				

Source: SMFD

## N.6.3. Fiscal Mitigation Capabilities

Table N-16 identifies financial tools or resources that the District could potentially use to help fund mitigation activities.

Table N-16 SMFD's Fiscal Mitigation Capabilities

Funding Resource	Access/ Eligibility (Y/N)	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	Y	Could be used in the future
Authority to levy taxes for specific purposes	Y	No, unlikely
Fees for water, sewer, gas, or electric services		
Impact fees for new development	Y	Station Construction, unlikely
Storm water utility fee		
Incur debt through general obligation bonds and/or special tax bonds	Y	No, unlikely
Incur debt through private activities		
Community Development Block Grant		
Other federal funding programs	Y	Yes
State funding programs	Y	Yes
Other		
How can these capabilities be	expanded and	d improved to reduce risk?

	Funding Resource	Access/ Eligibility (Y/N)	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
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The District is always looking for additional revenues to increase and expand its abilities. The District will continue to seek state, federal, and other grant sources to expand mitigation capabilities.

Source: SMFD

## N.6.4. Mitigation Education, Outreach, and Partnerships

Table N-17 identifies education and outreach programs and methods already in place that could be/or are used to implement mitigation activities and communicate hazard-related information.

Table N-17 SMFD's Mitigation Education, Outreach, and Partnerships

Program/Organization	Yes/No	Describe program/organization and how relates to disaster resilience and mitigation.  Could the program/organization help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Y	CERT
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Y	Community Relations
Natural disaster or safety related school programs	Y	Fire Safety
StormReady certification	N	
Firewise Communities certification	Y	
Public-private partnership initiatives addressing disaster- related issues	N	
Other		
How can these capabilities be exp	anded and	improved to reduce risk?
The District will seek to expand its CERT teams, communant and the cities SMFD serves and protects.	ity relations	s, and mitigation partnerships with the County

Source: SMFD

## N.6.5. Other Mitigation Efforts

The District has many other completed or ongoing mitigation efforts that include the following:

> The District trains firefighters on the most up to date methods of firefighting, EMT, and Search and Rescue.

## N.7 Mitigation Strategy

### N.7.1. Mitigation Goals and Objectives

The SMFD adopts the hazard mitigation goals and objectives developed by the HMPC and described in Chapter 5 Mitigation Strategy.

### N.7.2. Mitigation Actions

The planning team for the SMFD identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included. The following hazards were considered a priority for purposes of mitigation action planning:

- Climate Change
- Dam Failure
- > Drought & Water Shortage
- > Earthquake
- > Earthquake Liquefaction
- > Floods: 1%/0.2% annual chance
- > Floods: Localized Stormwater
- > Levee Failure
- > Pandemic
- > Severe Weather: Extreme Cold and Freeze
- > Severe Weather: Extreme Heat
- Severe Weather: Heavy Rains and Storms
- > Severe Weather: Wind and Tornado
- > Wildfire

It should be noted that many of the projects submitted by each jurisdiction in Table 5-4 in the Base Plan benefit all jurisdictions whether or not they are the lead agency. Further, many of these mitigation efforts are collaborative efforts among multiple local, state, and federal agencies. In addition, the countywide public outreach action, as well as many of the emergency services actions, apply to all hazards regardless of hazard priority. Collectively, this multi-jurisdictional mitigation strategy includes only those actions and projects which reflect the actual priorities and capacity of each jurisdiction to implement over the next 5-years covered by this plan. It should further be noted, that although a jurisdiction may not have specific projects identified for each priority hazard for the five year coverage of this planning process, each jurisdiction has focused on identifying those projects which are realistic and reasonable for them to implement and would like to preserve their hazard priorities should future projects be identified where the implementing jurisdiction has the future capacity to implement.

#### Multi-Hazard Actions

Action 1. Finalization and Implementation of Metro Fire's Community Risk Assessment and Associated Community Risk Reduction Plan

Hazards Addressed: Earthquake, Earthquake: Liquefaction, Flooding, Drought/Water Shortage, Pandemic, Wildfire

Goals Addressed: 1, 2, 3, 4, 5, 6

**Issue/Background**: Identifying and prioritizing risks at the community level is a significant investment to aid in the safety, sustainably and resiliency of the Communities Metro Fire serves. Through the completion of a comprehensive and evidence-based evaluation that identifies, prioritizes, and defines risks within a particular community, we are able to coordinate the application of resources to mitigate or minimize the occurrence and/or impact of such risks.

Project Description: Deployment of the Community Risk Reduction Plan (CRRP) based on the findings and priorities identified in the comprehensive assessment as they relate to the hazards noted above. This process provides data-driven guidance for the effective deployment of education, prevention, enforcement and/or mitigation strategies to maximize impact on safety enhancement of the community. The majority of the actionable items will relate to educational and outreach opportunities, however there will be mitigation items we would be able to incorporate and/or expand upon. Because this document is in draft form, it will be difficult to provide all mitigation measures. Some examples of potential mitigation measures might be offering residence sandbags to areas subject to flooding, assistance to the business community with emergency evacuation plans, community based projects to incorporate drought resistant/fire restive landscaping in rural/WUI areas. A more complete list of measures will be included in the final draft of Metro Fire's CRRP.

Other Alternatives: None

Existing Planning Mechanism(s) through which Action Will Be Implemented: Actions will be implemented based on Metro Fire's CRRP.

Responsible Agency/ Department/Partners: Metro Fire and identified partners when applicable.

Cost Estimate: Individual and total costs for mitigation measures will be outlined in Metro Fire's CRRP.

Benefits (Losses Avoided): Continuous monitoring and evaluation along with the specific details of benefits, status updates and challenges will be outlined in Metro Fire's CRRP. The information and results will be documented and updated on an annual basis.

Potential Funding: Grant funding

**Timeline:** Metro Fire's CRA and CRRP will be reviewed on an annual basis with the potential of a comprehensive review and revision every 5 years.

Project Priority (H, M, L): H

Action 2. Evaluation and Implementation of Measures Necessary to Mitigate Fire Stations that Would be Directly Affected by Dam Failure

Hazards Addressed: Dam Failure

Goals Addressed: 1, 2, 3, 4, 5, 6

**Issue/Background:** There are several fire stations that would be significantly impacted in the event of dam failure. These stations would become uninhabitable and apparatus and equipment would be vulnerable to damage.

- > Fire Station 50
- > Fire Station 51
- > Fire Station 52
- > Fire Station 53
- > Fire Station 54
- > Fire Station 61
- Fire Station 62
- > Fire Station 63
- Fire Station 64
- > Fire Station 65
- > Fire Station 66
- > Fire Station 68
- > Fire Station 105
- > Fire Station 106
- Fire Station 110
- > Fire Station 111
- Fire Station 116
- > Fire Station 117
- Headquarters
- Logistics
- > 3101 Gold Canal

**Project Description:** Determine the extent of mitigation and retrofitting of the above noted facilities, including items such as flood proofing or relocation of the facilities to outside the inundation zone.

Other Alternatives: Elevating the fire station structures above the flood level.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Capital Improvement Plan (CIP)

Responsible Agency/ Department/Partners: Sacramento Metropolitan Fire District Chief Financial Officer

Cost Estimate: Individual and total cost estimates are listed in the CIP

Benefits (Losses Avoided): Prevents the loss of critical infrastructure facilities.

Sacramento County

Sacramento Metro Fire District

Annex N-50

Potential Funding: Capital Improvement Funds, Grant Funding

Timeline: 5 years (CIP contains detailed timeframes)

Project Priority (H, M, L): Medium

Action 3. Modernization/Upgrade all District Facilities to Comply with Essential Services Code Requirements

Hazards Addressed: Multi-Hazard (Climate Change, Dam Failure, Drought & Water Shortage, Earthquake, Earthquake Liquefaction, Floods: 1%/0.2% annual chance, Floods: Localized Stormwater, Levee Failure, Pandemic, Severe Weather: Extreme Cold and Freeze, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms, Severe Weather: Wind and Tornado, Wildfire)

Goals Addressed: 1, 2, 3, 4, 5, 6

Issue/Background: All of Metro Fire's facilities are categorized as essential services facilities, thus requiring upgrades for code compliance.

**Project Description:** Upgrade fire stations to address all hazard related codes/best practices and/or locate suitable properties and construct new fires stations to replace the current station locations vulnerable to natural hazards. This includes relocating/hardening all facilities to withstand severe weather events, flooding, levee failure, dam failure, and other natural hazards of concern.

Other Alternatives: Relocation of specific facilities.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Capital Improvement Plan (CIP)

Responsible Agency/ Department/Partners: Sacramento Metropolitan Fire District Chief Financial Officer

Cost Estimate: Individual and total cost estimates are listed in the CIP, Grant Funds

Benefits (Losses Avoided): Prevents the loss of critical infrastructure facilities.

Potential Funding: Capital Improvement Funds, Grant Funding

Timeline: 5-10 years (CIP contains detailed timeframes)

Project Priority (H, M, L): Medium

Action 4. Community Wildfire Protection Plan (CWPP) – Revision and Implementation of Resulting Changes

Hazards Addressed: Wildfire

Goals Addressed: 1, 2, 3, 4, 5, 6

**Issue/Background:** There is a significant portion of Metro Fire's jurisdiction that consists of larger rural/agricultural properties that remain undeveloped and/or will not be developed in the foreseeable future. Many of these properties are adjacent to pockets of smaller, developed residential communities posing a potential threat to life and property.

**Project Description:** Mitigate the loss of life and property during wildfires, with drought like conditions compounding and intensify fire behavior. These measures will be implemented through a combination of education, outreach, fuels reduction and enforcement.

Other Alternatives: None

Existing Planning Mechanism(s) through which Action Will Be Implemented: Community Wildfire Protection Plan

Responsible Agency/ Department/Partners: Community Risk Reduction Division

Cost Estimate: Total and individual costs will be outlined in Metro Fire's CWPP.

Benefits (Losses Avoided): Mitigate the potential for property loss in rural/agricultural areas by reducing ignitable fuels and the ignition potential for structures.

Potential Funding: Grant Funding, Staff time

Timeline: 1-2 years

Project Priority (H, M, L): high

#### Action 5. Relocate the Essential Facilities in the 200 year Floodplain

Hazards Addressed: Flooding

Goals Addressed: 1, 2, 3, 4, 5, 6

**Issue/Background**: Three fire stations are located within the 200 year flood plain of the American River. These stations would become uninhabitable during a significant flood. Apparatus ad equipment are vulnerable to damage.

- > Fire Station 51
- Fire Station 52
- Fire Station 53
- > Fire Station 54
- > Fire Station 61
- > Fire Station 65
- > Fire Station 105

**Project Description:** Locate suitable properties and construct the new fires stations to replace the current station locations falling within the flood plain.

Other Alternatives: Elevating the fire station structures above the flood level.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Capital Improvement Plan (CIP)

Responsible Agency/ Department/Partners: Sacramento Metropolitan Fire District Chief Financial Officer

Cost Estimate: Individual and total cost estimates are listed in the CIP

Benefits (Losses Avoided): Prevents the loss of critical infrastructure facilities.

Potential Funding: Capital Improvement Funds, Grant Funding

Timeline: 5 years (CIP contains detailed timeframes)

Project Priority (H, M, L): Medium



Fire Chief

## Sacramento Metropolitan Fire District

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

DATE:

February 24, 2022

TO:

**Board of Directors** 

**SUBJECT:** Emergency Ambulance Surge Protection Agreement

#### **TOPIC**

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

#### SUMMARY

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

#### DISCUSSION

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

Projections from Sacramento County Public Health (SCPH) and Sacramento County Emergency Medical Services Agency (SCEMSA) are that we will continue to be impacted by COVID variants. Over the last two years this has led to prolonged ambulance patient offload times which are drastically impacting our ability to keep medic units available in the system.

Since January 8, 2022 fire agencies in the Sacramento region have been operating at Level 2 of the Medic Draw Down Plan and not dispatching medic units to Alpha, Omega or Bravo level or staging calls. Advanced Life Support (ALS) first responder units are dispatched and determine the need for a medic unit after arrival on scene.

All of this highlights the need for Metro Fire to identify additional surge protection capability to manage both the current, and future disasters. While our existing contract with American Medical Responses provides for surge protection, the current system demands have exceeded the ability of our automatic aid agreements with surrounding fire agencies and AMR, combined.

There are seven (7) SCEMSA approved Advanced Life Support (ALS) private ambulance companies in Sacramento County, several of which have provided mutual aid in recent months. Alpha One, Medic Ambulance, NorCal Ambulance, and Sac Valley Ambulance have all responded to immediate need requests for ALS ambulance coverage. Collectively, the aforementioned agencies and additional surge units from AMR have responded to 219 incidents since August 2021 due to system draw down without any formal agreement in place.

Purchasing will post a qualification application on the District's website to establish a list of qualified SCEMSA approved advanced life support ground ambulance providers. Entering into surge protection agreements would formalize and streamline the process, and provide for enhanced communication capability between resources. Additionally, the agreement provides assurance that responding ambulance companies are currently approved ground advanced life support providers in Sacramento County.

#### **FISCAL IMPACT**

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

#### RECOMMENDATION

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

Submitted by:

Approved by:

Adam Mitchell

Deputy Chief, Operations

Fire Chief

### Agreement for 911 Ambulance Surge Protection

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

#### RECITALS

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

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

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

WHEREAS, CONTRACTOR was selected by METRO FIRE to enter into this Agreement following a qualification process; and

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

NOW, THEREFORE, the Parties agree as follow:

#### 01. TERM

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

#### 02. INDEPENDENT CONTRACTOR

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

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

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

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

#### 03. INDEMNITY

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

#### 04. GRATUITIES PROHIBITED

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

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

#### 05. CONFLICTS OF INTEREST

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

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

CONTRACTOR must make full disclosure of any relationship of any employee of METRO FIRE who makes recommendations concerning the selection of CONTRACTOR or any employee who may allot work to or request services from CONTRACTOR. In addition, CONTRACTOR must reveal any details of company ownership or partnership arrangements of any immediate relative employed by METRO FIRE.

#### 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 contractors and governmental agencies to enter into additional agreements on the same terms and conditions in this Agreement, as allowed by law.

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

#### 07. GENERAL REQUIREMENTS

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

- A. CONTRACTOR shall maintain ALS service provider designation with the Sacramento County EMS Agency (SCEMSA) at all times while this Agreement is in effect.
- B. Upon request from METRO FIRE, CONTRACTOR shall provide staffed ALS surge protection ambulance(s) to respond to requests for emergency medical assistance in the 911 system. The number of staffed ambulances that surge into the system will be agreed upon between METRO FIRE and CONTRACTOR at the time of request.
- C. Deployment of CONTRACTOR's ambulance(s) into the 911 system shall be for a minimum of two (2) hours per staffed surge protection ambulance provided by CONTRACTOR. The duration of deployment can be shortened or extended as needed if agreed upon between METRO FIRE and CONTRACTOR.
- D. METRO FIRE may request staffed surge protection ambulances from the CONTRACTOR at any time of day or night, inclusive of weekends and holidays. To accept the request, CONTRACTOR must be able to provide staffed surge ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request to deploy in the 911 system.
- E. CONTRACTOR's surge ambulance(s) shall be staffed at all times in accordance with Section 10, subpart A, of this Agreement.
- F. If the CONTRACTOR cannot deploy staffed surge protection ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request from METRO FIRE, the request for surge protection ambulances shall be declined by CONTRACTOR.
- G. Upon becoming Available on Radio (AOR) after METRO FIRE initiates a request for surge protection, CONTRACTOR's ambulances will be dispatched to 911 calls by Sacramento Regional Fire & EMS Communication Center.

- H. CONTRACTOR must comply with all SCEMSA policies, procedures, and protocols at all times.
- I. 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.
- J. 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.
- K. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (Federal, State, local), including, but not limited to:
  - 1. Health Insurance Portability & Accountability Act of 1996 (HIPAA);
  - 2. California Health & Safety Code, Division 2.5;
  - 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
  - 4. California Vehicle Code; and
  - 5. SCEMSA policies, procedures, and protocols.
- L. CONTRACTOR shall ensure that ambulance personnel comply with all California State Emergency Medical Services Authority (EMSA) and SCEMSA protocols.
- M. 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.
- N. 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.
- O. Prior to commencing any activities under this Agreement, METRO FIRE will provide CONTRACTOR with the procedure for CONTRACTOR's staffed surge protection ambulances to activate and deactivate in the 911 system upon request of METRO FIRE.
- 08. VEHICLES

- A. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the SCEMSA.
- B. Each ambulance must permanently display the name of the CONTRACTOR or display identification or logo on the outside of the vehicle identifying the CONTRACTOR in compliance with State and local statutory or regulatory requirements.
- C. CONTRACTOR shall be responsible for, and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement.
- D. During the surge protection activation interval identified above, if an ambulance providing services pursuant to this Agreement is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time, CONTRACTOR shall ensure that METRO FIRE is notified immediately. CONTRACTOR is not required to replace the staffed ambulance unless CONTRACTOR has another available to respond.

#### 09. EQUIPMENT AND SUPPLIES

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

#### A. Communications

- 1. METRO FIRE shall provide each surge ambulance supplied by CONTRACTOR with two (2) 800MHzs Portable Radios. The radios shall be P25 compliant and capable of transmitting on Sacramento County's Motorola LMR system. Radios shall be programmed with the fire zones used by the SRFECC. The setup, programming, and costs of the radio(s) is the responsibility of METRO FIRE.
- 2. If deemed necessary by METRO FIRE at the time of surge protection request, METRO FIRE will supply each CONTRACTOR with additional communication equipment. The setup, programming, and costs of the additional equipment is the responsibility of METRO FIRE.
- 3. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Agreement so as to fully respond to calls for emergency medical services or any other response or activity required by the terms of the Agreement.
- 4. CONTRACTOR shall be solely responsible for the cost of replacing any communications equipment provided by METRO FIRE to the CONTRACTOR's surge ambulances that is lost or damaged during the deployment.

## B. Medical Equipment & Supplies Inventory

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

#### 10. PERSONNEL

#### A. Staffing

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

### B. General Employment Policies

- 1. Employee Wellness & Personnel Assistance Resources CONTRACTOR shall ensure that all employees have access to a Wellness & Personnel Assistance program and/or resources.
- 2. Criminal Background Check CONTRACTOR shall ensure that all employees providing services to METRO FIRE have undergone a background screening. The background screening shall include the following, and any employee or prospective employee failing to meet the CONTRACTOR's background screening criteria shall be disqualified from providing services under this Agreement:
  - a. Social Security Number Verification
  - b. Criminal Search (7 years or up to 5 criminal searches)
  - c. Employment verification to include eligibility for re-employment for each employer for 7 years
  - d. OIG List of Excluded Individuals/Entities (LEIE) pre-hire and monthly
  - e. Sex Offender Registry Check
  - f. GSA List of Parties Excluded from Federal Programs
  - g. Department of Motor Vehicle Driving History
  - h. State and Local Licensure/Accreditation Verification (No personnel assigned to CONTRACTOR ambulances under this Agreement shall have licenses/certification/accreditation that are on probation)
  - i. Drug Screen- cocaine, methamphetamine, opioids, barbiturates, THC
  - j. Upon request, provide METRO FIRE with a continuing certification of the requirements listed in this Section.
- 3. Physical Fitness Testing & Training CONTRACTOR shall ensure that each EMT and paramedic maintains a level of physical fitness that allows them to meet the demands of the job throughout the entire term of the Agreement.

- 4. Driver History CONTRACTOR shall require all ambulance drivers in its employ to submit a current California Department of Motor Vehicles Driving Record Report, as requested by METRO FIRE, within fifteen (15) days of the request.
  - a. CONTRACTOR shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employment.
- 5. Driver Training Program -CONTRACTOR shall require all ambulance personnel in its employment to successfully complete an approved emergency ambulance driver training program to ensure that ambulances are operated in a legal and safe manner. The driver training program shall be designed to verify driving proficiency upon hire and updated training shall be provided. The driver program shall meet or exceed industry standards. CONTRACTOR shall ensure that its vehicles are at all times operated in a safe manner.
- 6. Vehicle & Equipment Familiarity CONTRACTOR shall ensure that all employees who staff any ambulance as part of this Agreement are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.

#### C. Uniforms & Personal Protective Equipment

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

## D. Employee Appearance & Behavior

- 1. 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.
- 2. Grooming & Hygiene CONTRACTOR's employees shall be clean and well-groomed at all times while on-duty.
- 3. 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.

4. Conduct - CONTRACTOR's employees shall always act in a safe, professional, and courteous manner.

#### 11. OPERATIONS

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

#### 12. TIME STANDARDS

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

#### 13. REPORTING AND DOCUMENTATION

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

### 14. CUSTOMER SERVICE AND RESOLVING COMPLAINTS ABOUT SERVICE

- A. CONTRACTOR shall perform customer satisfaction surveys as part of their customer service outreach program. CONTRACTOR shall notify METRO FIRE in writing of all complaints received while on a response during an ambulance surge protection deployment and the resolution outcome.
- B. Should complaints arise which are directed at level of care or response personnel action or inaction, such complaints shall be addressed within forty-eight (48) hours and reported to the METRO FIRE EMS Division with an explanation of actions taken or course of action or investigation.
- C. All complaints, in writing and verbal, reported to the CONTRACTOR either by a third party or by METRO FIRE relating to ALS ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of the CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and representatives of any external agency that may be making the complaint. A written report regarding the disposition of same shall be provided to METRO FIRE within fourteen (14) days of receipt of the complaint. The report provided to METRO FIRE shall state the name, address, and telephone number of the complainant, unless such disclosure would violate HIPAA compliance; the subject matter of the complaint; the date, time and location of the incident about which the complaint relates; witnesses to the incident; and the names of the employees involved in the incident. The report shall also include recommendations by CONTRACTOR for resolving the complaint or disposition of the complaint if already resolved.

- D. METRO FIRE's on-duty EMS Officer ("EMS24") must be notified immediately whenever a motor vehicle accident involving a CONTRACTOR ambulance providing service under this Agreement has occurred.
- E. Nothing stated herein precludes METRO FIRE from conducting an independent investigation of any complaint.

#### 15. LICENSES AND CERTIFICATES

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

C. The Parties shall comply with all applicable Federal, State, and local laws, regulations and ordinances including all provisions of any Federal, State, or local Anti-Kickback statute or regulation. CONTRACTOR shall be fully familiar with any such applicable laws, regulations or ordinances that apply to the services under this Agreement and maintain compliance with those applicable standards at all times.

#### 17. INSURANCE

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

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

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

#### **Automobile Liability**

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

### Workers' Compensation and Employer's liability

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

#### **Professional liability**

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

#### **Additional Insured**

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

automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to METRO FIRE, its officers, directors, officials, employees, or volunteers.

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

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

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

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

- B. All insurance required herein shall be written by insurers admitted to do business in the State of California, and maintaining a Best's rating of no less than A.
- C. Prior to commencing any work under this Agreement, CONTRACTOR shall provide to METRO FIRE Certificates of Insurance which set forth insurance coverages as required under this Agreement, and any endorsements to any insurance policy which identifies METRO FIRE as an additional insured under each policy required by this Agreement. METRO FIRE has the right to demand, and to receive, within a reasonable time period, copies of any insurance policies required under this Agreement.

Certificates of Insurance and all required endorsements shall be sent to:

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

or purchasing@metrofire.ca.gov

- D. In addition to any other remedies METRO FIRE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, METRO FIRE may, at its sole option:
  - 1. Order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the requirements hereof.

2. Terminate this Agreement immediately. Exercise of any of the above remedies, however, is an alternative to other remedies METRO FIRE may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR's performance of, or failure to perform, the work covered under this Agreement.

#### 18. COMPENSATION TO CONTRACTOR

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

#### 19. TERMINATION

#### A. By Either Party without Cause

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

#### B. 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.

#### C. By Mutual Agreement

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

# 20. BREACH OR DEFAULT OF AGREEMENT; FACTORS CONSTITUTING CAUSE

- A. CONTRACTOR's failure to perform the covenants, conditions, terms, and/or requirements set forth in this Agreement in the time and manner specified shall constitute a material breach of this Agreement and cause for termination.
- B. It is the intention of METRO FIRE to communicate all issues directly to CONTRACTOR prior to official breach notification so the parties can work to resolve as possible breaches or issues.
- C. In addition to the factors identified in Paragraph A of this Section of the Agreement, conditions or circumstances constituting a material breach by CONTRACTOR, which constitute grounds for termination under Section 19 (B) of this Agreement, may include but are not limited to the following:
  - 1. Failure of CONTRACTOR to operate in a manner which enables METRO FIRE and CONTRACTOR to remain in compliance with the requirements of the SCEMSA ambulance ordinance and related rules and regulations.
  - 2. Willful falsification or unreasonable withholding of data supplied to METRO FIRE or to the Local EMS Agency (LEMSA) during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
  - 3. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
  - 4. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.
  - Failure of CONTRACTOR to maintain all training and continuing education per Sacramento County LEMSA and SCEMSA policies and procedures and State regulations.
  - 6. Failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.
  - 7. 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.
  - 8. Direct transfer of ownership or any change in ownership of CONTRACTOR.

- 9. Disruption of service due to failure to maintain CONTRACTOR's ambulance vehicle maintenance.
- 10. 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.
- 11. The breach or default by CONTRACTOR of any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
- 12. The loss by CONTRACTOR of legal capacity to contract.
- 13. 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.
- 14. 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.
- 15. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
- 16. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
- 17. 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.
- 18. Lapse of insurance required under this Agreement.
- 19. An unconsented assignment or delegation as defined herein below.
- 20. Failure to manage and resolve citizen complaints to the satisfaction of METRO FIRE or the Fire Chief.
- 21. CONTRACTOR shall not utilize any Protected Health Information ("PHI") or reports containing PHI generated as a result of this Agreement for any purpose not expressly authorized by METRO FIRE. Unauthorized disclosure of any PHI shall be considered a material breach.

- D. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by METRO FIRE. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach, and/or a waiver of any other right or entitlement under this Agreement.
- E. Nothing herein shall act as any limitation upon the remedies available to METRO FIRE whether at law or equity, or otherwise, in the event of a material breach or default of this Agreement or termination of the Agreement for Cause.

#### 21. WAIVER

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

#### 22. DISPUTES BETWEEN CONTRACTOR AND METRO FIRE

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

#### 23. NO THIRD PARTY RIGHTS

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

#### 24. RETENTION OF RECORDS

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

#### 25. LAWS GOVERNING CONSTRUCTION OF TERMS

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

#### 26. INTEGRATION CLAUSE

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

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

#### 27. ASSIGNMENT AND DELEGATION

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

#### 28. NOTICES

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

#### To METRO FIRE:

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

#### To CONTRACTOR:

[Insert CONTRACTOR mailing address]

#### 29. EFFECTIVE DATE AND AUTHORITY

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

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

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

Sacramento Metropolitan Fire District:	[INSERT CONTRACTOR]:
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



Fire Chief

## Sacramento Metropolitan Fire District

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

DATE:

February 24, 2022

TO:

**Board of Directors** 

**SUBJECT:** Guidelines for Observing Negotiations Meetings

#### **TOPIC**

At the board meeting on January 27, 2022 the Board President brought forward and received support of the full board, to have a Board Member representative at negotiations meetings. Additionally, on February 10, 2022 the Executive Committee reviewed the guidelines, and with additional language from General Counsel, is referring to the full Board for review and a query of observers.

#### DISCUSSION

The following will be used as guidelines for Board members to define the intent, actions, and expectations while observing negotiations meetings:

- 1. During an open meeting a query of observers will be completed.
- 2. The President and Board Clerk shall keep a list of said volunteers. Board members may remove themselves or add themselves at any time.
- 3. When negotiations meetings are scheduled, the Board Clerk will reach out to the Board Member volunteers to determine who can attend. It is the intent of the Board to not disrupt or prevent any negotiations meeting because of scheduling conflict. The first Board member available will be assigned.
- 4. Board members will arrive at the scheduled meeting place or Zoom link on time. If unable to be on time due to traffic or other issues, please call the Board clerk to notify.
- 5. The duties of the observer are limited to the following: listen, observe, take notes for personal use i.e. to jog one's memory. No recorders or video devices of any kind.
- 6. Observers are reminded not to intervene in the negotiation process. You are there to be an unimpassioned observer. It is important to follow Brown Act guidelines. Board Members will be asked to bring observations to agendized meetings in closed session.
- 7. Observers shall not participate in negotiations, make statements during the course of negotiations, offer advice or suggestions to negotiators before, during or after any negotiation session, and will not discuss any aspect of the negotiations with any other Board member outside a properly noticed public meeting.

#### RECOMMENDATION

The Executive Committee recommends full Board review the guidelines and complete a query of observers for formal Board action.

Submitted by:

Cinthia Saylors, Board President



TODD HARMS Fire Chief

## Sacramento Metropolitan Fire District

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

#### **RESOLUTION NO. 2022-**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT FOR THE PERIOD OF FEBRUARY 24, 2022 – MARCH 25, 2022 PURSUANT TO BROWN ACT PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 25, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Sacramento Metropolitan Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND APPROVED this 24th day of February 2022, by the following vote to wit:

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AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Sacramento Metropolitan Fire District
Attested By:	President, Board of Directors
Clerk of the Board	