



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, May 23, 2019 – 6:00 PM

**Sacramento Metropolitan Fire District
10545 Armstrong Avenue
Board Room – Second Floor
Mather, California**

Gay Jones
Board President
Division 8

Jennifer Sheetz
Board Vice President
Division 5

Matt Kelly
Board Secretary
Division 7

Cynthia Saylor
Board Member
Division 1

Grant Goad
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Jim Barnes
Board Member
Division 9

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

CALL TO ORDER

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, May 27th at 6:00pm and Tuesday, May 28th at 9:00am on Channel 14; Webcast at www.sacmetroable.tv.

The open session Meetings are also available for viewing on the District website at www.metrofire.ca.gov.

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.

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 23, 2019

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2. Surplus Vehicles – Fleet Division Recommendation: Adopt resolution establishing a list of surplus vehicles and authorizing the Fire Chief to sell or donate the vehicles as deemed appropriate.	9
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2. Purchase Approval – BP 19-06 Pierce Air/Light Unit (<i>Shea Pursell, Fleet Manager</i>) Recommendation: Approve the purchase of one Pierce Air/Light Unit through Golden State Fire Apparatus Inc. for an amount not to exceed \$552,229.25.	39
REPORTS	
1. PRESIDENT’S REPORT —(<i>President Jones</i>)	
2. FIRE CHIEF’S REPORT —(<i>Chief Harms</i>) OPERATIONS’ REPORT – (<i>Deputy Chief Bridge</i>)	
3. SMFD – FIREFIGHTERS LOCAL 522 REPORT	
4. COMMITTEE AND DELEGATE REPORTS <i>All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.</i>	
A. Executive Committee – (<i>Jones</i>) Next Meeting: TBD	
B. Communications Center JPA – (<i>AC Wagaman</i>) Next Meeting: May 28, 2019 at 9:00 AM	
C. California Fire & Rescue Training JPA – (<i>DC Shannon</i>) Next Meeting: June 20, 2019 at 4:00 PM Location: California Exercise Simulation Center (CESC) 10545 Armstrong Avenue, Suite 320 Mather, CA 95655	



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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 23, 2019

- D. **Finance and Audit Committee – (Kelly)**
Report Out: May 23, 2019 at 5:30 PM
Next Meeting: June 27, 2019 at 5:30 PM
- E. **Policy Committee – (Goold)**
Next Meeting: June 13, 2019 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
- 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

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Next Board Meeting – June 13, 2019 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: Preliminary Budget FY 2019/20



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 23, 2019

Posted on May 20, 2019

Melissa Penilla

Melissa Penilla, Clerk of the Board

* No written report

**  Separate Attachment

DISABILITY INFORMATION:

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



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS
SACRAMENTO METROPOLITAN FIRE DISTRICT
Thursday, May 9, 2019
10545 Armstrong Avenue – Board Room
Mather, California

CALL TO ORDER

The meeting was called to order at 6:01 pm by President Jones. Board members present: Barnes, Goold, Jones, Kelly, Orzalli, Saylor, Sheetz, and Wood. Board members absent: Clark. Staff present: Chief Harms, Clerk Penilla and General Counsel Lavra.

PLEDGE TO FLAG

PUBLIC COMMENT: None

CONSENT ITEMS

Action: Moved by Wood, seconded by Sheetz, 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 Board meeting of April 25, 2019.
Action: Approved Action Summary Minutes.
- 2. Buena Vista Rancheria Contract – Special Services**
Recommendation: Approve the retroactive agreement with Buena Vista Rancheria for HazMat, confined space, and trench rescue services.
Action: Authorized the Fire Chief to approve the retroactive agreement.

PRESENTATION ITEMS

- 1. 10 Year Grant Summary (Accounting Specialist, Marie Jones)**
Recommendation: Receive presentation. No action required.
Action: Presentation received, no action taken.

ACTION ITEMS

- 1. Bid Award – RFB 19-03 Self Contained Breathing Apparatus (SCBA)**
(Purchasing Manager, Mark Jones)
Recommendation: Approve the bid award to Municipal Emergency Services in the amount of \$4,494,605.02.
Action: Moved by Goold, seconded by Wood, and carried unanimously by members present to approve the bid award.

REPORTS

1. **PRESIDENT'S REPORT:**

Director Jones attended the Public Safety Luncheon and recognized the informative afternoon, including the discussion panel, and chance to build relationships within the community. She thanked the attendees, including fellow Directors Sheetz and Saylor.

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

Chief Harms thanked the grants team for the presentation, it was very timely given the SCBA Grant was also awarded tonight, overall great job to the grants team.

Retirement

Effective 5/1, BC Forrest Rowell – 30 years of service

Effective 5/1, Captain Jamie Poole – 28 years of service

Effective 5/1, Captain Christopher Ruscica - 25 years of service

Effective 5/1, Fire Inspector Michael Olcese – 17 years of service

Promotions

Effective 5/7, Computer Systems Supervisor Art Hong

Effective 5/10, Captains Ryan Pulis and Dat Pham

Recruitment

Computer Systems Technician

Meetings/Events

4/30 - 5/3, IAFC US&R Committee, during the conference we discussed important issues affecting the nation's search-and-rescue teams, including state and federal resources, logistics, and the National Mutual Aid System, a new system to deploy and track US&R teams.

5/4 – 5/8, Cap-to-Cap, the team attended 19 meetings ranging from the local, state, to federal level. Chief Harms was happy with the experience and the level of meetings they were able to attend. Jeff Frye was a lead on the Public Safety Team and thanked him for working on the preparation, papers, and logistics of the conference.

Save the Date

5/17, 19-1 Academy Graduation, 6:00 pm at the Citrus Heights Community Center

OPERATIONS REPORT

Deputy Chief Bridge gave the Operations Report letting everyone know as of April 25th Metro Fire responded to approximately 2,800 EMS calls, with a transport rate of 73%. Additionally, there were 12 structure fires, and 1 water rescue.

They are wrapping up the BC Academy which is being held this week, it concludes tomorrow. The feedback has been very positive from the 17 candidates who have a clear picture of what their expectations are moving forward.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Vice President Jamison reported out on the recent three year bid process that was completed, he appreciated the Administration's willingness to have an open dialogue and work through that process. Local 522 is making an effort to build relationships that drive the needs of the membership, and also benefits of Metro Fire. Lastly, he appreciates the Board working with him in a positive manner and taking the time to have meetings and phone calls.

4. COMMITTEE AND DELEGATE REPORTS

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

A. Executive Committee – (Jones)

Report Out: May 9, 2019 at 5:30 PM

Director Jones shared the Executive Committee met earlier, and appointed herself and Director Wood to the Sacramento County 2X2 Committee, with the ability for any other Director to participate as an alternate.

Next Meeting: TBD

B. Communications Center JPA – (AC Wagaman)

Report Out: April 26, 2019 at 9:00 AM

AC Wagaman shared the JPA met recently and took action on three items including ratified the agreement with the local teamsters, a purchase order for the cobalt CAD system, and another agreement to upgrade the current CAD system.

Next Meeting: Special Board Meeting will take place tomorrow.

C. California Fire & Rescue Training JPA – (DC Shannon)

Next Meeting: June 20, 2019 at 4:00 PM

Location: California Exercise Simulation Center (CESC)
10545 Armstrong Avenue, Suite 320
Mather, CA 95655

D. Finance and Audit Committee – (Kelly)

Next Meeting: May 23, 2019 at 5:30 PM

E. Policy Committee – (Goold)

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Barnes apologized for missing the previous two meetings. He thanked Station 59 for their hospitality, he visited the other night to discuss some grass root issues, and was invited back the following day for dinner. He will not be able to attend the graduation, as he will be at a conference in Louisville. He congratulated the retirees, and is looking forward to Guns and Hoses making a considerable donation at the Tropical Affair.

Director Wood thanked Marie for the Grants presentation and reminds everyone to mark their calendars for the Tropical Affair on June 22nd.

Director Orzalli thanked Jeff Frye for all his hard work during Cap-to-Cap.

Director Goold thanked staff for the preparation going into Cap-to-Cap. During the trip he was provided with insight where Metro Fire needs to be as a regional leader. The personal relationships they are able to maintain and strengthen during these trips is worth the money spent to benefit their constituents in the long run.

Director Kelly thanked the executive staff for their work during Cap-to-Cap. He was delighted to hear that the highest levels of Federal Government know about Metro Fire. He thanked Marie for her Grants Presentation.

Director Sheetz is looking forward to attending the graduation next Friday and the Tropical Affair in June. She congratulated the retirees and thanked Marie for her presentation.

Director Jones was remised for not mentioning Director Barnes being in attendance at the Public Safety luncheon demonstrating leadership for both fire and police. She was glad to hear the feedback from the Cap-to-Cap participants, and thanked them for .

ADJOURNMENT

The meeting was adjourned at 6:39 pm

Gay Jones, President

Matt Kelly, Secretary

Melissa Penilla, Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: May 23, 2019
TO: Board of Directors
SUBJECT: Surplus Vehicle Designation

TOPIC

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

DISCUSSION

The attached resolution recommends the removal of the following vehicles from the fleet due to age, safety concerns, maintenance costs and/or mechanical condition.

<u>Dist. I.D. #</u>	<u>Vehicle Description</u>	<u>Mileage</u>	<u>Condition</u>
0073	1989 Beck Type III	46060	Fair
24183	2002 Ford Medic	130279	Poor
24244	2004 F650 Flatbed	42651	Fair
24278	2006 Ford Medic	165321	Fair
24330	2007 Ford Medic	190675	Fair
24344	2008 Ford Medic	180751	Poor
24380	2011 Chevy Medic	201298	Fair
24413	1980 GMC Tractor	172243	Fair

The District maintains a file of written requests for surplus equipment, as well as reaching out to small fire agencies throughout Northern California. All District vehicles will be processed through the District or private auction.

FISCAL IMPACT

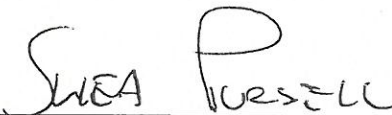
None

RECOMMENDATION


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

Submitted by:

Approved by:



Shea Pursell
Fleet Manager



Brian Shannon
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2019-_____

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

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

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

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

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

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

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL METHOD	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL DATE		
3119	01/01/89	\$ 180,000	1989 Beck Type III	1HTLDZ3N1KH677448	Auction within 90 days	\$ 1,000	0073
3630	03/22/04	\$ 45,455	F2004 F650 Flatbed	3FRNF65244V612302	Auction within 90 days	\$ 500	24244
3790	01/30/06	\$ 113,125	2006 Ford Medic	1FDXE45P16HA93436	Auction within 90 days	\$ 1,000	24278
4066	05/10/07	\$ 145,930	2007 Ford Medic	FDXE45P47DB01134	Auction within 90 days	\$ 2,500	24330
4059	04/11/08	\$ 139,397	2008 Ford Medic	1FDXE45P88DB01106	Auction within 90 days	\$ 2,500	24344
4300	07/27/11	\$ 134,395	2011 Chevy Medic	1GB9G5B67A1133615	Auction within 90 days	\$ 500	24380
4598	08/23/13	\$ 5,000	1980 GMC Tractor	T49CCA613858	Auction within 90 days	\$ 4,000	24413

PASSED AND APPROVED this 23rd day of May, 2019, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested:

By: _____
Clerk of the Board



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: May 23, 2019
TO: Board of Directors
SUBJECT: Equipment Lease Financing

TOPIC

Staff recommends approval of equipment lease financing for budgeted capital expenditures.

SUMMARY

The District's FY 2018/19 Adopted Mid-Year Budget reflects the financing of vehicles and other equipment purchases over a 5-year period.

DISCUSSION

On April 8, 2019, Staff issued a Request for Proposal (RFP) 19-07 for Lease Financing for Fire Apparatus, Vehicles & Equipment. A total of four qualified proposals were received: Bank of America, Bank Funding LLC, JP Morgan Chase, and TD Equipment Finance Inc. The Evaluation Team reviewed all proposals and, on May 10, 2019, selected the top ranked proposer, TD Equipment Finance, Inc. (Lessor) based on providing the lowest overall cost and terms acceptable to the District. Staff has begun preliminary documentation with the Lessor and a draft Lease Purchase Agreement is attached.

The estimated total equipment costs to be financed are listed below:

1 – EMS24 vehicle	\$ 42,417
3 – Ambulances	630,000
2 – Engines Type I	1,335,642
2 – Pickups BC	85,000
1 – Service Truck	113,782
2 – SUVs Admin/Arson	84,301
1 – Van Logistics	60,000
2 – Water Tenders (1 carryover from FY17/18)	882,094
2 – Holmatro Combi Cutters	26,000
3 – Power Loaders	<u>75,000</u>
Total estimated cost to be financed	<u>\$3,334,236</u>

As authorized by Resolution 2018-096 adopted October 25, 2018, the District also intends to reimburse the cost of certain equipment listed, but already purchased, with financing proceeds.

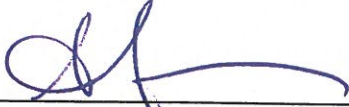
FISCAL IMPACT

The interest rate for the proposed financing is 2.360%. Annual payments over the five-year term of the financing would be approximately \$711,000, with the first semi-annual payment due in FY 2019/20.

RECOMMENDATION


Staff recommends adopting the Resolution to authorize the Fire Chief and/or Chief Financial Officer to enter into a Lease Purchase Agreement with TD Equipment Finance, Inc.

Submitted By:



Amanda Thomas
Chief Financial Officer

Approved By:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2019-___

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT

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

WHEREAS, pursuant to applicable law, the governing body of the District ("Board of Directors") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights of interests in property, leases and easements necessary to functions or operations of the District; and

WHEREAS, the District desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$3,400,000 constituting personal property ("Equipment") necessary to perform essential governmental functions; and

WHEREAS, the District proposes to enter into a Lease Purchase Agreement (Agreement) with TD Equipment Finance, Inc. (Lessor), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the District has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the Board of Directors deems it for the benefit of the District and for the efficient and effective administration thereof to enter into the Agreement and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein.

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

1. Either the Fire Chief or Chief Financial Officer (each an Authorized Representative) acting on behalf of the District is hereby authorized to negotiate, execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$3,400,000.
2. The proper officers of the District are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things

necessary or proper for carrying out this resolution and the Agreement.

3. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended ("Code"), the District hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.
4. Nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to the District as incurring a pecuniary liability or charge upon the general credit of the District or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the District or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of the District as provided in the Agreement.
5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
6. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED this 23rd day of May, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Clerk of the Board

LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of June ___, 2019, is made and entered into by and between **TD EQUIPMENT FINANCE, INC.**, and its successors and permitted assigns ("Lessor"), and **SACRAMENTO METROPOLITAN FIRE DISTRICT**, a political subdivision of the State of California and a special District organized and existing pursuant to California Health and Safety Code § 13800 ("Lessee").

RECITALS

WHEREAS, Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the laws of the State of California (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will pay to Lessee or its designees an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the performance by Lessee of its obligations hereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(ii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iii) evidence of insurance coverage or self-insurance as required by Article V;

(iv) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(v) a properly completed and executed IRS Form 8038-G;

(vi) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment; and

(vii) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section 10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required hereunder.

Section 2.05 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b)

Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section 3.01 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

Section 3.02 Prepayment Option. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor no later than such Payment Date an amount equal to all Rental Payments and any other amounts due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03 Release of Lessor's Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor's security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's security interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee's current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Lien") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee's financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.

Section 4.02 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then the interest component of the Rental Payments shall be at the Taxable Rate identified in Payment Schedule (the "Taxable Rate") retroactive to the date as of which such interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, and Lessee will pay such additional amount as will result in Lessor receiving such interest component at the Taxable Rate.

(c) Lessee certifies that it has designated this Agreement as a qualified tax exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as tax exempt obligations in accordance with such section for the current calendar year and that it

reasonably anticipates that the total amount of tax exempt obligations to be issued by the Lessee during the current calendar year will not exceed \$10,000,000.

ARTICLE V INSURANCE

Section 5.01 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) comprehensive coverage protection under a Joint Powers Agreement created pursuant to California law for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) coverage against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property coverage, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02 Insurance Requirements. All coverage required by Section 5.01 maybe taken out and maintained under a Joint Powers Agreement and otherwise acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the Risk Management Authority must provide written notice to the covered parties. No coverage shall be subject to any co-insurance clause. Liability coverage policy shall be endorsed to name Lessor and its assigns as an additional covered party and casualty and property coverage shall be endorsed to name Lessor and its assigns as lender loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 5.01 with the prior written consent of Lessor. Lessee may at its own expense procure and maintain comprehensive coverage protection under a Joint Powers Agreement created pursuant to California Government Code § 6500 et. seq.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section 6.01 Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided.

Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) hereunder, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

Section 7.04 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any

warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE VIII RISK OF LOSS; CASUALTY

Section 8.01 Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section 8.02 Notice of Loss. If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03 Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04 Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

ARTICLE IX ASSIGNMENT

Section 9.01 Assignment by Lessor. Lessor may assign its rights, title and interest in and to this Agreement or the Equipment, and/or may grant or assign a security interest in this Agreement or the Equipment, in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee's failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) Reserved;

(f) In the event Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) In the event Lessee (i) applies for or consents to the appointment of a receiver/or, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fails or admits in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) In the event an order, judgment or decree is entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment; and

(c) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the aggregate Purchase Price (whether as result of an Event of

Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.

Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall

include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "\$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(a) Reserved.

Section 11.08 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.09 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.10 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.13 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

DRAFT

IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

SACRAMENTO METROPOLITAIN FIRE DISTRICT
Lessee

TD EQUIPMENT FINANCE, INC.
Lessor

By: _____
Name:
Title:

Address:

By: _____
Name:
Title:

Address:

1006 Astoria Boulevard
Cherry Hill, NJ 08003

[Signature Page to Lease Purchase Agreement]

Equipment Schedule

1. Equipment Description: The Equipment consists of the following:
2. Equipment Location: The Equipment is or will be located at:

Payment Schedule

1. Closing Date: June ____, 2019
2. Funding Amount: \$3,334,236.00
3. Interest Rate: 2.36%
4. Taxable Rate: 2.99%
5. Rental Payments:

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Rental Payment</u>	<u>Outstanding Balance</u>
<hr/> Total <hr/>				

6. Purchase Price: The Purchase Price is an amount equal to 1% of the outstanding principal balance of the Rental Payments.

From of

LESSEE RESOLUTION

A RESOLUTION OF LESSEE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, _____, a body politic and corporate duly organized and existing as a political subdivision of the ("Lessee"), is authorized by the laws of the State of _____ to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$ _____ constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Agreement and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$ _____.

BE IT FURTHER RESOLVED, that the Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The Insert title of appropriate Lessee officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement and any and all instruments, documents and certificates which may be required by or provided for in the Agreement or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Insert title of appropriate Lessee officer of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

BE IT FURTHER RESOLVED, that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this _____ day of 20 _____ .

GOVERNING BODY OF LESSEE

By: _____
Name:
Title:

DRAFT

Form of

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed and acting _____ of _____ ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

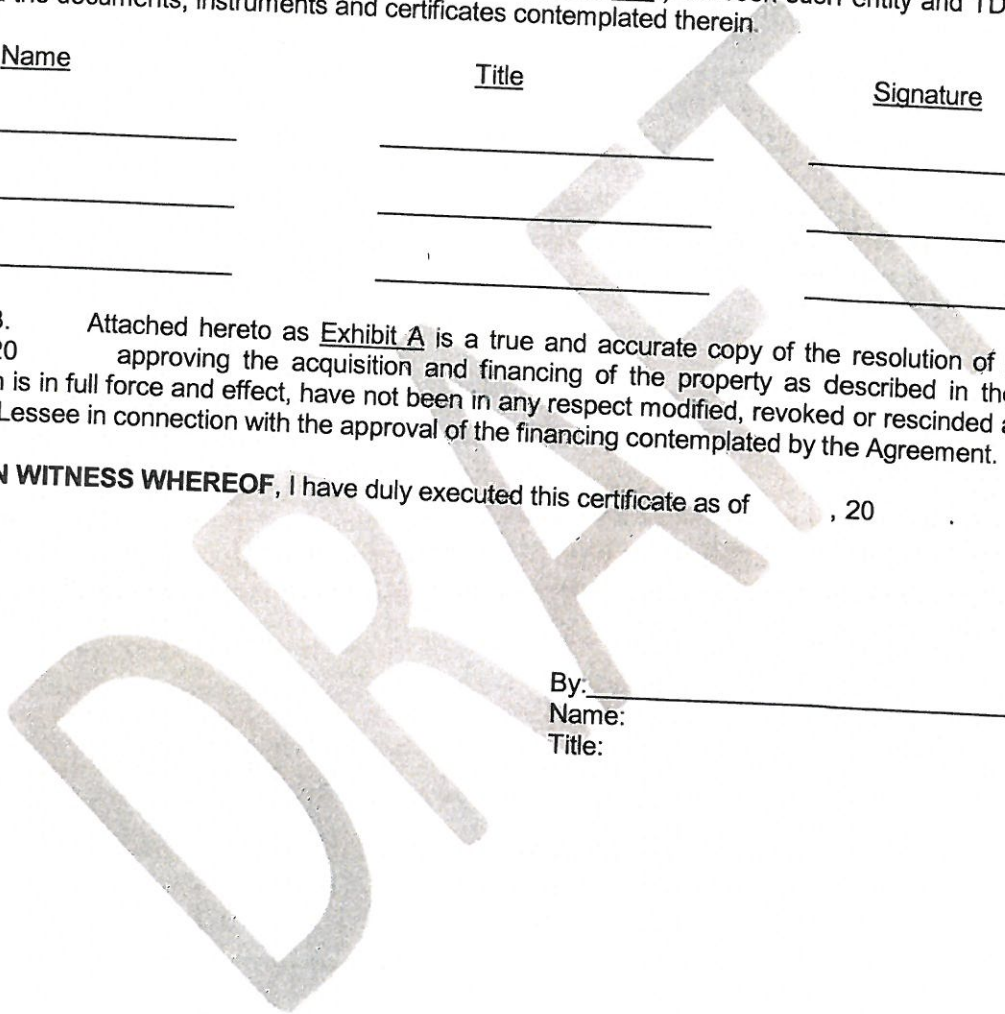
2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of _____ (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of _____, 20____ approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of _____, 20____.

By: _____
Name:
Title:



Form of

OPINION OF COUNSEL TO LESSEE
 [Place on Letterhead of Counsel to Lessee]

, 20

TD Equipment Finance, Inc.
 1006 Astoria Boulevard
 Cherry Hill, NJ 08003

Re: Lease Purchase Agreement, dated as of [Date], between TD Equipment Finance, Inc.
 and

Ladies and Gentlemen:

[I][We] have acted as counsel to ("Lessee") in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of , 20 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Agreement and to perform its obligations thereunder.
3. The Agreement has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,

Form of
ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
1006 Astoria Blvd.
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement dated as of [Date] (the "Agreement") between TD Equipment Finance, Inc. and ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment, evidence of payment of the same and evidence of title to the Equipment.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: _____

LESSEE

By: _____
Name:
Title:



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: May 23, 2019
TO: Board of Directors
SUBJECT: Vacancy on Deferred Compensation Committee

TOPIC

One vacancy exists on the Deferred Compensation Committee. The Board of Directors appoints members to this Committee upon recommendation of the Committee.

BACKGROUND

The Board of Directors has approved a plan to provide employees an opportunity to participate in a voluntary Deferred Compensation Plan. Deferred Compensation, under the Internal Revenue Code 457, is a tax deferred supplemental retirement program that allows employees to contribute a portion of their salary to a retirement account, before federal and state taxes are deducted. The administrator of the Plan is a nine member committee appointed by the Board of Directors, comprised of employees, active and retired, who are participants in the Deferred Compensation Plan.

The Deferred Compensation Committee is responsible for the administration of the Deferred Compensation Plan in accordance with rules and regulations of Internal Revenue Code 457. Committee members are charged with the maintenance and oversight of the Plan. Responsibilities include, but are not limited to, evaluation of services provided by the Third Party Administrator and performance of Investment Providers in addition to remaining informed on regulations related to Internal Revenue Code 457.

There is a vacancy on the committee due to the retirement of Engineer/Paramedic Kenneth Greenberg. The committee voted unanimously to nominate Kyle Santuccio, a Firefighter/ Paramedic, to fill the vacancy left by Kenneth Greenberg. The committee believes that Firefighter Santuccio is the best person to join the committee, from among a very good pool of qualified candidates applying for the position. The committee would also like to publicly acknowledge all of Mr. Greenberg's hard work on the committee over the years.

RECOMMENDATION

The Deferred Compensation Committee recommends that the Board of Directors adopt a Resolution appointing Kyle Santuccio to the Deferred Compensation Committee.

Submitted By:

Approved By:

Captain Dustin Rodriques
Chairperson, Deferred Compensation Committee



Todd Harms, Fire Chief



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2019-_____

APPOINTING KYLE SANTUCCIO TO THE DEFERRED COMPENSATION COMMITTEE

WHEREAS, the Board of Directors has established the Deferred Compensation Plan consisting of provisions relative to a Deferred Compensation Program under Section 457 of the Internal Revenue Code; and

WHEREAS, the Board of Directors has appointed a Deferred Compensation Committee (“Committee”) charged with maintenance and administration of the Plan in accordance with the rules and regulations of the Internal Revenue Code; and

WHEREAS, the Committee has one vacancy due to the retirement of Kenneth Greenberg; and

WHEREAS, the Committee has unanimously nominated Kyle Santuccio, a Firefighter/Paramedic, as the most qualified candidate to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors appoints Kyle Santuccio to serve on the Deferred Compensation Committee.

PASSED AND APPROVED this 23rd day of May, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested by:

Melissa Penilla, Clerk of the Board



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: May 23, 2019
TO: Board of Directors
SUBJECT: Purchase Approval – BP 19-06 Pierce Air / Light Unit

TOPIC

Staff seeks Board approval for the purchase of a Pierce Air / Light Unit from Golden State Fire Apparatus Inc.

SUMMARY

This purchase is available through the NPP Gov, Fire Rescue GPO cooperative purchasing contract # VH11574. Fire Rescue GPO utilized a competitive bid process when awarding this contract. Golden State Fire Apparatus Inc. was an awarded vendor for our region. The Purchasing Division has reviewed the contract and has determined that it is consistent with Metro Fire purchasing policies and procedures.

DISCUSSION

This vehicle will be replacing an Air / Light Unit that needs to be removed from service due to age and mileage.

FISCAL IMPACT

Funds for this purchase are allocated in the FY 2018/19 Final Budget.

RECOMMENDATION

Staff respectfully recommends the Board approve the purchase of one Pierce Air / Light Unit through Golden State Fire Apparatus Inc. The total cost of this purchase is \$552,229.25.

Submitted by:

Shea Pursell
Fleet Manager

Approved by:

Brian Shannon
Deputy Chief, Support Services