



DAN HAVERTY  
Interim 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, April 27, 2023 – 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: 831 1055 8705#  
Passcode: 995 058 367#

D'Elman Clark  
Board President  
Division 6

Grant Goid  
Board Vice President  
Division 2

Ted Wood  
Board Secretary  
Division 4

Cynthia Saylor  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
Board Member  
Division 9

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

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

**Sherri Martucci**  
Interim Board Clerk  
(916) 859-4305

[martucci.sherri@metrofire.ca.gov](mailto:martucci.sherri@metrofire.ca.gov)

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

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, APRIL 27, 2023

## CALL TO ORDER

## ROLL CALL

## PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). Today's meeting replays on Monday, May 1<sup>st</sup> at 6:00pm and Wednesday, May 3<sup>rd</sup> at 1:00pm on Channel 14. This meeting can also be viewed at [youtube.com/metrocable14](http://youtube.com/metrocable14).

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

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

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

## CONSENT ITEMS

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

## CONSENT ITEMS

- |  | <u>Page No.</u> |
|--|-----------------|
| 1. <b>Action Summary Minutes</b><br><b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board meeting of April 13, 2023.   | 5               |
| 2. <b>Resolution No. 2023-022 – Engineer Ronald L. Russell Station 63 Dedication</b><br><b>Recommendation:</b> Adopt Resolution dedicating Station 63 in memory of Engineer Ronald L. Russell.   | 12              |
| 3. <b>Resolution No. 2023-023 Lease Agreement – 2101 Hurley Way</b><br><b>Recommendation:</b> Adopt and approve the attached Resolution to authorize the Fire Chief or his designee to execute a Lease Agreement materially similar to the attached agreement. | 13              |
| 4. <b>Extension of American Medical Response (AMR) Agreement</b><br><b>Recommendation:</b> Authorize the Fire Chief to enter into a contract extension with AMR.   | 53              |



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, APRIL 27, 2023

## PRESENTATION ITEMS

None

## ACTION ITEMS

None

## REPORTS

1. **PRESIDENT'S REPORT**—(*President Clark*)
2. **FIRE CHIEF'S REPORT**—(*Interim Fire Chief Haverty*)  
**OPERATIONS REPORT** – (*Deputy Chief Mitchell*)  
**ADMINISTRATIVE REPORT** – (*Deputy Chief Bailey*)  
**SUPPORT SERVICES REPORT** – (*Deputy Chief Wagaman*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – (*BC Matt Cole, Local 522 Vice President*)
4. **COMMITTEE AND DELEGATE REPORTS**  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. **Executive Committee** – (*President Clark*)  
Next Meeting: TBD
  - B. **Communications Center JPA** – (*DC Wagaman*)  
Report Out: April 25, 2023 at 9:00 AM  
Next Meeting: May 9, 2023 at 9:00 AM
  - C. **Finance and Audit Committee** – (*Director Wood*)  
Report Out: April 27, 2023 at 5:30 PM  
Next Meeting: May 25, 2023 at 5:00 PM
  - D. **Policy Committee** – (*Director Costa*)  
Next Meeting: May 11, 2023

## BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case**
  - A. Claim Against Public Entity Pursuant to Government Code Section 910  
Monique Windham. v. Sacramento Metropolitan Fire District  
Interim Fire Chief Haverty
2. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT Pursuant to California Government Code Section 54957**  
Board Clerk Selection Process



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, APRIL 27, 2023

3. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
Fire Chief Selection Process

CLOSED SESSION REPORT OUT

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*

- Regular Board Meeting – May 11, 2023 at 6:00 PM


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

ANTICIPATED AGENDA ITEMS: TBD

Posted on April 24, 2023

Sherri Martucci, Interim 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.



DAN HAVERTY  
Interim 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, April 13, 2023

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:01 pm by President Clark. Board members present: Clark, Goold, Jones, Rice, Saylor, Sheetz, and Webber. Board members absent: Costa and Wood. Staff present: Interim Chief Haverty, General Counsel Lavra and Interim Board Clerk Martucci.

### PUBLIC COMMENT

Former Director Roger Mitchell, Retired Captain, spoke to the board asking for their support for adding the 100-year-old plaque to “Old Betsy”, Rio Linda’s first fire engine. He is happy to do all the paperwork and pay the \$5 fee for the plaque. Old Betsy will be 100 years old in July. He offered to make it a celebration at the old Fire Station 111. He also introduced Retired Fire Chief John Buchanan, who served as Fire Chief for three or four different districts.

Retired Chief Buchanan represents a company called Good Life and his organization is committed to raising the funds, \$10,000 to start, to fix the old Rio Linda Fire Station. His company primarily does restorations after fires, but thought it would be good to restore the district’s building. Roger Mitchell felt the building was important because it was built with funds from the World War 2 War Powers Act. Retired Chief Buchanan spent 56 years in the fire service and 20 years starting with Arcade Fire District and is a proud alum of this organization. They are hoping the district can allocate funds in the next budget to support this project.

Director Goold recommended the board have one of its offsite meetings at the old Rio Linda Fire Station to coincide with this event.

### CONSENT ITEMS

**Action:** Moved by Goold, seconded by Webber, 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 March 23, 2023.

**Action:** Approved the Action Summary Minutes.

2. **FY 2022/23 Midyear Budget Adjustments for Capital Facilities Fund 212D - Addendum**  
**Recommendation:** Adopt the resolution for the FY 2022-23 Midyear Budget addendum for Capital Facilities Fund 212D.  
**Action:** Adopted the Resolution 2023-019 for the FY 2022-23 Midyear Budget addendum for Capital Facilities Fund 212D.
  
3. **Bid Award Recommendation – RFB 23-04 Station 101 Restoration**  
**Recommendation:** Approve the bid award recommendation for RFB 23-04 Station 101 Restoration and authorize the Fire Chief or his designee to administer the project in accordance with the approved project budget.  
**Action:** Approved the bid award recommendation for RFB 23-04.

**PRESENTATION ITEM**

1. **Sacramento County Employees’ Retirement System Payment**  
*(Chief Financial Officer O’Toole)*  
**Recommendation:** Receive presentation, no action required.  
**Action:** Presentation received, no action taken.

**ACTION ITEMS**

1. **Budget Amendments – 212A and 212D Mid-Year Budget for FY2022/23**  
*(Deputy Chief Mitchell)*  
**Recommendation:** Adopt the Budget Amendment Resolutions.  
**Action:** Moved by Rice, seconded by Goold, and carried unanimously by members present to adopt Resolutions No. 2023-020 and 2023-021.

**REPORTS**

1. **PRESIDENT’S REPORT - (President Clark)**  
 No report. Asked for a moment of silence when going into closed session.
  
2. **FIRE CHIEF'S REPORT - (Interim Chief Haverty)**  
**Recruitment Opportunities**
  - a. Logistics Technician, with a final filing date of April 19<sup>th</sup> by 4 PM.
  - b. Fire Chief recruitment, with a final filing date of May 22<sup>nd</sup> by midnight.

**Career Development Opportunity**

- a. Career Development Opportunity: Paramedic Diana Borshch has been assigned to the Mobile Integrated Health Paramedic position effective April 7<sup>th</sup>. The District would like to thank Firefighter/Paramedic Skaggs for his dedication and commitment while working in the MIH Program.

**Retirements**

- a. Congratulations to Facilities Manager John Raeside on his retirement of March 31 after 22 years of service.
  
- b. Congratulations to Assistant Fleet Manager Tim Swank on his retirement of March 31 after 19 years of service.

## **New Hires**

- a. Welcome to April West who has been hired as a Community Relations Specialist in the Community Relations Division effective April 3, 2023.

My meetings have concluded with all five of our Board of Supervisors. The topics have been all inclusive, but some common themes include fires in the American River Parkway, homelessness and its affects and general cooperation between Metro Fire and the County. To build upon our meeting last week with the Undersheriff and Lieutenant Commander, Chief Fiorica and our Operations Branch is in the process of setting up regular meetings with the Sacramento County Sheriffs' Office Watch Commanders too share information and better align our collective operations. I've recommended they work towards a Table Top Exercise to vet our command and response policies to create an even better response on behalf of our members and the community.

This week, AC Rudnicki and BC Perryman continued our travels meeting with hospital administrators by meeting with Mercy Folsom Hospital and Mercy San Juan Hospital. Our topics of discussion include a general outreach as a public partner, our Mobile Integrated Health Program, and "Wall Time." The leaders we meet with have been very grateful of our outreach and extending a hand of collaboration to the challenges we, collectively meet. Tomorrow, I am scheduled to meet with Director Nancy ward at Cal OES.

I have given each of you the Media Advisory from FEMA pertaining to the US Fire Administrator's visit to Sacramento next Thursday. I know that many of you will be in Washington DC on your Cap to Cap visit, but for those still here, you are invited to the press event next Thursday at 10:00 am at FS 68.

Reframing Organizations held at Fire Station 25 on Human Resources and Conflicts of Interests training was held earlier today.

## **OPERATIONS REPORT**

DC Mitchell made the board aware that Dr. Lori Moore-Merrell, US Fire Administrator, will be in Sacramento. Metro has been on weekly calls with CA OES and Cal Fire and he thanked the planning team of AC Chris Greene, PIO Parker Wilbourne, Brenda Briggs, Carmen Delgado and Jill Guzman for their weeks of preparation for this visit.

DC Mitchell introduced AC Charlie Jenkins to describe his role as one of the three shift commanders. He explained what the positions do and the critical need they serve within the district. Shift commanders provide consistency across all three shifts. He attends general staff, weekly operations meetings, and monthly labor management meetings. His day starts with staffing and information sharing. Other duties include being part of the operational area council, a grouping of Sacramento County OES, CA OES, SMUD, PG&E and the National Weather Service. Metro Fire is the guardian for Sacramento County and a regional player, taking care of the citizens of our community.

## **ADMINISTRATIVE REPORT**

DC Bailey introduced CFO Dave O'Toole and part of his Finance team, Controller Ron Empedrad, and Payroll Supervisor Sarah Ortiz. Ron oversees the fiscal side and Sarah the payroll side of finance operations. CFO O'Toole said the division is made up of 12 people and shared the motto for Finance, which they came up with as a team. Finance is committed to ensuring accurate, timely, clear and comprehensive fiscal and payroll services.

Sarah Ortiz introduced Payroll Analyst Robyn Almeida (10 years with Metro Fire) and Payroll Specialist Emily Brown (9 years with Metro Fire). Payroll is responsible for budgeting all labor accounts across all divisions, reports all CalPERS for active and retired annuitants monthly, manages all employee accrual balances (sick leave, vacation, etc.), and prepares over 30 accounts payable claims a month. Payroll reports yearly to the State Controller's office and monthly to the Bureau of Labor Statistics. They provide all labor costing to the grant division and for labor negotiations. Payroll also processes all 4850 pay once approved and last year processed over 550 employee 4850 pay adjustments. They are responsible for monthly and off-cycle payroll checks for all employees of the district, from start to finish, as they are fully functioning in-house payroll division. In 2018, they separated from the County of Sacramento and perform all payroll functions. The payroll team demonstrates good communication skills, clear logical thinking, a high level of accuracy and attention to details, and a respect for confidentiality.

Ron Empedrad has been the district's Controller since 2012 and is a CPA licensed in CA, serving as the lead accountant. He oversees the district's accounting and record keeping, ensuring all monies going in and out are properly accounted for. Within the Finance division, there are eight staff members that help ensure the accounting system and internal controls are working properly and safeguard the public's funds, while complying with federal, state, and local rules and regulations. This small group processes 15,000 invoices annually from vendors and over 10,000 receipts from customers. The division fulfills the Board's strategic goal of financial responsibility, acting in the best interests of the public and by providing transparent and responsible fiscal management.

### **SUPPORT SERVICES REPORT**

DC Wagaman introduced Director of IT Mat Roseberry, who has 18 years with Metro Fire. IT is a component of every single division in the district, and they maintain thousands of devices and dozens of essential software programs. Mat provided an overview of Information Technology, which includes two divisions, IT and Communications. IT has 11 members and supports the district's data center, with over 90 servers, firewalls, and data backups. The division supports over 350 computers and laptops, 70 access points, over 150 mobile data computers, and various applications. They also support over 475 mobile devices, copy machines, televisions, access control systems, fire alarm systems, the district's website, and board meetings. In 2022, they processed over 1600 help desk tickets.

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT**

Captain Scollard, 522 Director expressed concern and asked for support from the board on the deployment and staffing plan. He also expressed concern about members who are struggling to get treatment in the realm of workers' compensation. Utilization review (UR) has been identified as a part of the process that is causing the biggest challenges to our members. Our agency can intervene and stop this from happening and he has asked the board to give clear direction to Chief Haverty and executive staff as to when they want them to intervene in the UR process.

President Jamison will be testifying next week on AB40 and 522 will continue to support the measure. President Jamison expressed his passionate support for AB40 and asked all to be part of the solution and to not work against each other.



#### 4. COMMITTEE AND DELEGATE REPORTS

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

**A. Executive Committee – (President Clark)**

Next Meeting: TBD

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

Report Out: April 11, 2023 at 9:00 AM

DC Wagaman reported the JPA approved two items unanimously, an invoice for station alerting and work custom cabling and maintenance for the CAD system.

Next Meeting: April 25, 2023 at 9:00 AM

Cosumnes CSD

**C. Finance and Audit Committee – (Director Wood)**

Next Meeting: April 27, 2023 at 5:30 PM

**D. Policy Committee – (Director Costa)**

Next Meeting: May 11, 2023 at 5:30 PM

#### BOARD MEMBER QUESTIONS AND COMMENTS

Director Gould was really impressed by the quality of the presentations and the people who work and continue to work here. It's incredible to get to know the folks and the work they do. He also feels that it's time to put someone in dispatch, a physician, that has the medical background and legal authority to address when there is not appropriate utilization of our service.

Director Saylor went to hear the Freddie Rodriguez Bill ten days ago. It includes an educational bill for the general public on what is an appropriate use of 911. She was thoroughly impressed by all the presentations, the level of proficiency, and said thank you to all for all the great work.

Director Rice thanked CFO O'Toole and his staff for their work past and present as he has never had an issue with his paycheck. He has also lost four friends this week and said this job comes with risk. Director Rice stated that the district needs to get a handle on workers' compensation. We have members who were injured on the job that cannot get treatment and wants to see this fixed.

Director Rice also mentioned ERAF (Educational Revenue Augmentation Funds) and the need to be well versed in understanding the impact on Metro's budget. He encouraged the Board to work within the systems to maintain our status. He also attended a joint meeting of FDAC and Cal Chiefs leadership. Director Rice will be testifying on AB40 on April 18<sup>th</sup>. The partnership includes fire based and private EMS. He appreciated the work of VP BC Cole and President FFPM Jamison who have been leading the charge and making a difference in the Sacramento area.

Director Jones appreciates the comments and concurs with her fellow directors.

Director Clark also appreciates his fellow directors and their great questions. He thanked the men and women of Metro Fire and appreciates them and all of their hard work. It's nice to meet the people behind the scenes.

Legal Counsel reported on closed session item number four. The Board will be meeting with designated negotiator Jeff Frye to discuss negotiations and related matters concerning a potential lease of district property to Nikola Corporation for the property located at Watt Avenue and Myrtle Avenue.

**The Board recessed to closed session at 7:58pm with a moment of silence for Retired Captain Mike Johnson, Retired Chief Chuck Bader from Sacramento Fire Department, and others lost this week.**

#### **CLOSED SESSION**

1. **Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Workers Compensation Settlement Authority**
  - A. Scott A. Courtney and the Sacramento Metropolitan Fire District  
Claim # 4A2208L730Y-0001 – Workers' Compensation Settlement Authority – Lenahan, Slater, Pearse & Majernik, LLP – Colin Connor  
**Action:** Moved by Webber, seconded by Jones, and carried unanimously by members present to give settlement authority to Metro Fire's third party administrator.
  - B. Michael Welch and the Sacramento Metropolitan Fire District  
Claim # SMDQ - 550177 – Workers' Compensation Settlement Authority – Lenahan, Slater, Pearse & Majernik, LLP - Tyler Sonksen  
**Action:** Moved by Webber, seconded by Rice, and carried unanimously by members present to give settlement authority to Metro Fire's third party administrator.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): Two cases**
  - A. Claim Against Public Entity Pursuant to Government Code Section 910  
Nabil Samaan and NKS Real Estate Holding, Inc. v. Sacramento Metropolitan Fire District  
Deputy Chief Bailey  
**Action:** Moved by Goold, seconded by Jones, and carried unanimously by members present to deny the claim and refer the matter to the District's insurance carrier.
  - B. Claim Against Public Entity Pursuant to Government Code Section 910  
Kevin Ortega v. Sacramento Metropolitan Fire District  
Deputy Chief Bailey  
**Action:** Moved by Goold, seconded by Jones, and carried unanimously by members present to deny the claim and refer the matter to the District's insurance carrier.
3. **Pursuant to California Government Code 54957(a)**  
Consultation with District Counsel and Cyber Security Manager  
**Action:** The Board took no reportable action.

4. **Pursuant to California Government Code Section 54956.8**  
Real property negotiations  
**Action:** The Board gave direction to negotiator to proceed but no reportable action.
  
5. **PUBLIC EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
Paramedics  
Emergency Medical Technicians (EMT)  
Administrative Specialist  
Fire Mechanic  
Network Systems Engineer  
**Action:** The Board took no reportable action.
  
6. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
Board Clerk Selection Process  
**Action:** The Board took no reportable action.
  
7. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
Fire Chief Selection Process  
**Action:** The Board took no reportable action.

**The board reconvened to open session at 9:48pm.**

**ADJOURNMENT**

The meeting was adjourned at 9:50 pm.

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D'Elman Clark, President

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Ted Wood, Secretary

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Sherri Martucci, Interim Board Clerk

# *Resolution for Engineer Ronald L. Russell Station 63 Dedication*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wish to dedicate Station 63 in memory of Ronald L. Russell, who passed away September 30, 1999, from job-related illness; and*

*WHEREAS, Ronald L. Russell served for 20 years with the Sacramento Metropolitan Fire District. He was an honorable engineer, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 63, proudly serving the Sacramento community of Rancho Cordova; and*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of Ronald L. Russell.*

*NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Ronald L. Russell for his countless contributions and the support he provided for the fire service and public safety by dedicating Station 63 in his honor.*

*BE IT FURTHER RESOLVED, that this foregoing Resolution No. 23-022 was passed and adopted on April 27, 2023, by the Sacramento Metropolitan Fire District Board of Directors.*

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President, Board of Directors

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Board Clerk



# Sacramento Metropolitan Fire District

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

DAN HAVERTY  
Interim Fire Chief

**DATE:** April 27, 2023  
**TO:** Board of Directors  
**SUBJECT:** Lease Agreement between the Sacramento Metropolitan Fire District and the County of Sacramento

## BACKGROUND

On December 13, 2012, the Sacramento Metropolitan Fire District (Metro Fire) Board of Directors approved a Lease Agreement (Lease) between Metro Fire and the County of Sacramento (County) for real property owned by Metro Fire located at 2101 Hurley Way, Sacramento, CA. The term of the Agreement was ten (10) years commencing on January 1, 2013. The term expired on December 31, 2022 and the Lease is currently in holdover.

## DISCUSSION

Prior to the expiration of the Lease on December 31, 2022, the County made notification of their intent to execute a new Lease Agreement. Staff and has worked with the County of the past several months on negotiating the terms of the new agreement.

### Lease Details:

Term Commencement:	July 1, 2023
Term:	Five (5) years and two (2) months
Starting Monthly Rent:	\$26,784
Starting Annual Rent:	\$321,408

## FISCAL IMPACT

In consideration of current market conditions and rising maintenance and repair costs, the terms of the proposed Lease Agreement reflect a 58% increase in the base rental rate and an increase in annual escalation from \$0.03/sf to \$0.04/sf. The changes in base rental rate will net an annual lease revenue increase of \$118,095. Additionally, the proposed terms include a 10% increase in recoverable administrative fees for alterations or additional services performed on behalf of the lessee.

## RECOMMENDATION

Staff recommends the Board of Directors adopt and approve the attached Resolution to authorize the Fire Chief or his designee to execute a Lease Agreement materially similar to the attached agreement.

Submitted By:

  
Erin Castleberry, Administrative Analyst  
Planning & Development Division

Approved By:

  
Jeff Frye, Chief Development Officer



# Sacramento Metropolitan Fire District

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

DAN HAVERTY  
Interim Fire Chief

RESOLUTION NO. \_\_\_\_\_

## AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LEASE OF REAL PROPERTY WITH THE COUNTY OF SACRAMENTO

**WHEREAS**, the Sacramento Metropolitan Fire District, hereinafter "District", provides fire protection, emergency medical services, and hazardous materials response to a population of approximately 720,000 throughout a 359 square mile area; and

**WHEREAS**, the District is the owner of a certain real property located at 2101 Hurley Way, Sacramento, California, 95825, hereafter "Property"; and

**WHEREAS**, the County of Sacramento, hereafter "County", desires to lease the Property for use by the Sacramento Sheriff's Office; and

**WHEREAS**, the District is willing to grant the same to the County, upon the promises, terms, conditions, and covenants set forth in the attached Lease Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Authorize the Fire Chief or his designee to execute all necessary documents to enter into a Lease Agreement materially similar to the one attached hereto.

**PASSED AND APPROVED** this 27<sup>th</sup> day of April, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**Attested by:**

\_\_\_\_\_  
Clerk of the Board

**LEASE 1896**

**COUNTY OF SACRAMENTO**

**2101 HURLEY WAY  
SACRAMENTO, CALIFORNIA 95825**

**On Behalf Of:**

**SACRAMENTO SHERIFF'S OFFICE**

**Prepared By:**

**Chris Dills, Real Estate Officer II**

**Nicholas Lavoie, Program Manager  
Lease Management Section**

# LEASE 1896

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## EXHIBITS

**EXHIBIT "A" – LEASED PREMISES**

**EXHIBIT "B" – CONTRUCTION SPECIFICATIONS – NOT USED**

**EXHIBIT "C" – JANITORIAL SPECIFICATIONS**

**EXHIBIT "D" – LEGAL DESCRIPTION**

**EXHIBIT "E" – MAINTENANCE TIMELINES**

**EXHIBIT "F" – REMEDIATION WORK**



**LEASE AGREEMENT**  
**2101 HURLEY WAY, SACRAMENTO, CALIFORNIA 95825**  
**LEASE 1896**

THIS LEASE AGREEMENT (the "Lease") is made between SACRAMENTO METROPOLITAN FIRE DISTRICT, an independent special district pursuant to California Health and Safety Code Section 13801, et. seq. (LESSOR) and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the County of Sacramento Board of Supervisors as set forth on the signature page hereof (the "Effective Date").

**ARTICLE 1 – LEASED PREMISES**

- 1.1 LEASED PREMISES.** In consideration of the Rent hereinafter reserved and the covenants hereinafter contained, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described property, collectively referred to hereinafter as the "Leased Premises": a mutually agreed area of approximately 17,280 square feet in the building located at 2101 Hurley Way, Sacramento, California 95825 (the "Building") as more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference, and as described in the attached Exhibit "D", together with the exclusive right to use that portion of the parking area designated "Parking" on Exhibit "A", and the access drives and other parking rights as are contained in this Lease.

**ARTICLE 2 – TERM**

- 2.1 TERM COMMENCEMENT.** The term of this Lease (the "Term") shall commence and LESSEE's obligation to pay Rent shall accrue on July 1, 2023 (the "Commencement Date").
- 2.2 EXPIRATION.** Unless sooner terminated as herein provided, the Term shall expire and end at 12:00 o'clock midnight, local time, on the last day of the calendar month which completes five (5) full years and two (2) months from the Commencement Date (the "Expiration Date").
- 2.3 OPTIONAL TERM.** *Intentionally omitted.*
- 2.4 EARLY TERMINATION.** *Intentionally omitted.*
- 2.5 HOLDOVER.** LESSEE shall have the option to hold possession of the Leased Premises after the Expiration Date upon the same terms and

conditions. In the event LESSEE remains in possession of the Lease Premises after the Expiration Date, either part may terminate the tenancy by giving a one hundred and twenty (120) day written notice to the other. The County of Sacramento's Director of the Department of General Services, or designee (the "Director"), is authorized, on behalf of LESSEE, to execute and deliver the written notice provided for herein.

**2.6 SURRENDER OF LEASED PREMISES.** With specific regard to surrendering the Leased Premises:

- A.** LESSEE shall return the Leased Premises to LESSOR in "broom clean" condition, free of all personal property, debris and garbage, with no additional liability or cost therefore to LESSEE.
- B.** All improvements, fixtures, partitions, or other Alterations made or installed within the Leased Premises by either LESSEE or LESSOR, and paid for by LESSEE, are and shall remain the property of LESSEE. LESSEE shall have the right to remove the improvements, fixtures, partitions, and other Alterations at LESSEE's sole cost and expense. LESSEE shall repair any damage to the Leased Premises resulting from the removal of any improvements, fixtures, partitions, or other Alterations.
- C.** LESSEE shall, at its election, have the right to abandon its improvements, fixtures, partitions, and other Alterations, in place without further liability therefore to LESSOR. Should LESSOR remove any improvements, fixtures, partitions, or personal property after LESSEE's surrender of the Premises, it shall be at LESSOR'S sole expense.
- D.** LESSOR shall return excess rent paid by LESSEE within sixty (60) days of termination. LESSOR shall not use excess rent for any other purpose.

**ARTICLE 3 – IMPROVEMENTS**

- 3.1 IMPROVEMENTS IN GENERAL.** LESSOR will complete remediation work in accordance with the specifications attached hereto as Exhibit "F" (the "Remediation Work"). Additionally, any improvement project requested by LESSEE and approved by LESSOR during the Term of this lease shall include a scope of work and construction specifications approved by County.

**3.2 COST AND PAYMENT OF REMEDIATION WORK.** All of the work necessary for the completion of the Remediation Work, including costs for materials and labor, shall be at the LESSOR's sole cost and expense. Said work shall not be performed or supervised by LESSEE. LESSEE shall have the right to inspect the Leased Premises during and after the completion of the Remediation Work with regard to compliance with the terms of this Lease.

**3.3 CONSTRUCTION DOCUMENTS.** *Intentionally omitted.*

**3.4 CONSTRUCTION STANDARDS.** LESSOR shall, at its sole cost and expense, comply with the following:

**A. Compliance.** LESSOR shall cause the common areas of the Building to comply with all laws, regulations, rules, and ordinances, whether city, county, state, or federal, as are, from time to time, applicable to the construction thereof. This shall include compliance with the current requirements of the appropriate governmental building inspection department.

**B. Codes and Standards.** Ensure, throughout the Term and any extensions thereof, that all areas of the Building outside of the Leased Premises requiring accessibility for use by disabled persons, as required by the California Building Code (CBC) and the Americans with Disabilities Act (ADA), remain in full compliance of the CBC and ADA, to include but not limited to: Building access and entrances, door pressure, exterior and interior signage, restrooms, fixtures, drinking fountains, elevators, and handrails, except to the extent of any violations due to improvements or alterations performed by LESSEE or LESSEE's particular use, in which case, LESSEE shall be responsible therefor.

**3.5 STATEMENT REGARDING A CERTIFIED ACCESS SPECIALIST.** Pursuant to California Civil Code §1938, LESSOR states that the Leased Premises:

Have not undergone an inspection by a Certified Access Specialist (CASp).

Have undergone an inspection by a CASp and it was determined that the Leased Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

Have undergone an inspection by a CASp and it was determined that the Leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

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

- 3.6 ASBESTOS.** The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.13 below.
- 3.7 PREVAILING WAGES.** If any work to be performed by LESSOR hereunder is a public work as defined in California Labor Code Section 1720.2, then LESSOR must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code.
- 3.8 TIME OF COMPLETION.** LESSOR shall complete the Remediation Work within ninety (90) days of the Commencement Date.
- 3.9 OCCUPANCY.** *Intentionally omitted.*
- 3.10 LIQUIDATED DAMAGES.** *Intentionally omitted.*

#### **ARTICLE 4 – RENT**

- 4.1 MONTHLY RENT.** The monthly rental rate (the "Rent") during the Term of this Lease shall be as shown below. The Rent shall be payable in arrears. Yearly rental rate increases, if any, shall begin on the first day of the month following twelve (12) full calendar months of monetary rental payments.

<b>Term In Months</b>	<b>Base Rental Rate*</b>	<b>Total Monthly Rent</b>
01-02	\$0.00	\$0.00
03-14	\$1.55	\$26,784.00
15-26	\$1.59	\$27,475.20
27-38	\$1.63	\$28,166.40
39-50	\$1.67	\$28,857.60
51-62	\$1.71	\$29,548.80

\* The Base Rental Rate reflects an annual escalation rate of \$0.04 per square foot, beginning in the 15<sup>th</sup> month of the Term.

**4.2 OPTIONAL TERM RENT.** *Intentionally omitted.*

**ARTICLE 5 – TAXES AND ASSESSMENTS**

**5.1 TAXES AND ASSESSMENTS.** LESSOR shall pay all Real Estate Taxes assessed against the Leased Premises, and any other assessments of whatever character which may become a lien against said Leased Premises.

**5.2 REAL ESTATE TAXES DEFINED.** The term "Real Estate Taxes" means all taxes, rates, and assessments, general or special, levied or imposed with respect to the land, the Leased Premises, or the improvements constructed thereon (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements). If the system of real estate taxation is altered or varied, and any new tax or levy is levied or imposed on said Leased Premises, or LESSOR, in substitution for or modification of Real Estate Taxes presently levied or imposed in the jurisdiction where the Leased Premises is located, then such new tax or levy shall be included within the term "Real Estate Taxes".

**ARTICLE 6 – UTILITY AND SERVICE PAYMENTS**

**6.1 GAS AND ELECTRICITY.** LESSEE shall pay all gas and electricity utility charges for heating, cooling, and lighting purposes and operation of all LESSEE office equipment, inclusive of LESSEE's computers and computer-related equipment.

**6.2 REMOVAL OF WASTE MATERIALS.** LESSOR shall, without additional charge, furnish regular and adequate solid waste, recyclable material, and organic material removal services from the holder of a valid solid

waste collection franchise issued by the county or by the municipal jurisdiction in which the property is located.

**6.3 SEWER AND WATER.** LESSOR shall furnish, without additional charge, sewer and water service to the Leased Premises.

**6.4 JANITORIAL SERVICE.** LESSOR shall furnish all necessary janitorial service as described in Exhibit "C" attached hereto and incorporated herein by reference.

**6.5 FAILURE TO MAKE PAYMENT.** In the event LESSOR fails to pay any of the charges, rates, or payments for the aforementioned utilities and services when due, LESSEE may, at LESSEE's option, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

## **ARTICLE 7 – MAINTENANCE AND REPAIR**

**7.1 LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS.** LESSOR shall, at LESSOR's sole cost and expense, and in accordance with the terms of this Lease, keep the Leased Premises in good order, repair and tenantable condition at all times during the Term; including, but not limited to: the roof, ceiling, interior and exterior walls and doors (including furnishing remedial painting as necessary to maintain the Leased Premises in a neat, clean, and orderly condition), glazing, flooring (including repairing and replacing floor coverings as necessary), fencing, gates, gate motors, window blinds, elevators, plumbing, water pipes, hot water heater, kitchen appliances (including filters and light bulbs), fire alarm and sprinkler systems, fire extinguishers, lighting (including, but not limited to, bulbs, tubes, fixtures, lens covers, ballasts, emergency lights, security lights and exterior lights), heating, ventilating and air conditioning units, and toiletry dispensers.

**7.2 TIMING OF MAINTENANCE WORK.** All maintenance and repair work requested by LESSEE, shall be performed by LESSOR (or LESSOR's agent) in a timely fashion and in accordance with the terms herein. LESSEE, in its reasonable discretion, shall determine if the requested maintenance or repair requires an Emergency, Urgent or Routine response by LESSOR.

**A. Emergency.** Maintenance, repair and/or replacement work determined to be an Emergency by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in accordance with the response times more

particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.

If LESSEE is unable to reach LESSOR (or LESSOR's agent), after LESSEE makes reasonable active efforts to notice LESSOR, and LESSOR is unreachable or non-responsive, then within one (1) hour of commencement of notification efforts, LESSEE may arrange for said emergency maintenance, repair, and/or replacement work and deduct the cost, pay the outstanding charge, rate, fee, or payment, including LESSEE staff time, and deduct said amount from the Rent to accrue.

- B. Urgent.** Maintenance, repair, and/or replacement work determined to be Urgent by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent.
- C. Routine.** Maintenance, repair, and/or replacement work determined to be Routine by LESSEE and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR in compliance with the response times more particularly identified or defined in Exhibit "E" (attached hereto) and with LESSEE's knowledge and consent. Maintenance, repair, and/or replacement work determined to be Routine by LESSEE which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.
- D. Planned preventative maintenance initiated by LESSOR.** Preventative maintenance, repair, and/or replacement work initiated by LESSOR and to be performed by LESSOR (or LESSOR's agent), shall be scheduled and arranged by LESSOR with LESSEE's knowledge and consent a minimum of five (5) business days in advance of any planned preventative maintenance, repair, replacement, or improvement. Preventative maintenance, repair, replacement work or improvement which would disrupt LESSEE's operation and use of the Leased Premises or any portion thereof shall not be performed during LESSEE's business hours.

**7.3 MAINTENANCE, MONITORING, AND TESTING OF LIFE / HEALTH / SAFETY SYSTEMS.** LESSOR shall perform annual maintenance, monitoring, and testing of all Life/Health/Safety Systems; including but not limited to: emergency lighting, fire alarm systems, fire

extinguishers, smoke detectors, and all mechanical systems. LESSOR shall provide to LESSEE a written report of said maintenance and testing within thirty (30) days of LESSEE's written request.

**7.4 LIGHTING.** LESSOR shall furnish, maintain, and repair all light fixtures; including the prompt replacement of all extinguished ballasts, light bulbs and/or tubes at all times during the Term. LESSOR shall also dispose of all extinguished light bulbs and/or tubes in accordance with the standards set forth by the California Code of Regulations (CCR) Title 22, Chapter 23.

**7.5 EXTERIOR.** LESSOR shall with specific regard to exterior maintenance and repair of the Leased Premises:

**A. Landscaping.** LESSOR shall furnish all landscaping maintenance, repair and replacement.

**B. Parking Lot.** As to all parking areas shown on Exhibit "A", LESSOR shall furnish parking lot sweeping, maintenance and repair, cleaning, re-striping, and re-surfacing. With specific regard to the re-striping and re-surfacing, LESSOR shall, at its sole cost and expense, re-stripe and re-surface the parking lot once after the fifth year and, thereafter, every successive five (5) year period of the Term.

**C. Electric Vehicle Charging Stations.** *Intentionally omitted.*

**D. Graffiti Removal.** LESSOR shall promptly remove all graffiti from the exterior walls of the Leased Premises and from all of the exterior of the Leased Premises. If LESSOR fails to remove any such graffiti from the exterior of the Leased Premises within forty eight (48) hours of LESSOR's receipt of written notice by LESSEE, LESSEE may perform, or cause to be performed, removal of said graffiti and deduct the actual costs thereof from the Rent. For purposes of the self-help remedy herein granted, LESSOR hereby grants to LESSEE all rights necessary to exercise such remedy.

**E. Security Patrol.** LESSEE shall, at LESSEE's discretion, provide and pay for, during the Term of this Lease or renewal thereof, security patrol services to the Leased Premises.

**F. Security Cameras.** *Intentionally omitted.*

**7.6 WALL AND FLOOR FINISH.** *Intentionally omitted.*



**7.7 PEST CONTROL.** LESSOR shall provide, at its sole cost and expense, all structural and non-structural pest control service for the Leased Premises. Said pest control service shall be provided on a scheduled basis, at a minimum quarterly, and address the following: structural pests, non-structural pests, landscaping pests and organisms, termites, dry rot, and powder post beetles.

**7.8 MECHANICAL SYSTEM SERVICE.** LESSOR shall, at its sole cost and expense, provide the following:

- A.** Employ a licensed heating and air conditioning contractor to inspect, service, maintain, repair and replace, as necessary all mechanical systems of the Leased Premises on a regular and consistent basis to maintain the original performance and operation of the systems.
- B.** Perform annual inspections of all mechanical systems of the Leased Premises; including, but not limited to, the heating, ventilating, and air-conditioning system. Annual inspections shall occur during the months of February or March, in anticipation of the air-conditioning season.
- C. Heating, Ventilating, And Air Conditioning (HVAC).** Use air filters manufactured in accordance with industry standards and for use in the specific model of the mechanical system of the Leased Premises and shall replace said air filters upon this Lease commencing and on a quarterly basis (i.e. every 90 days) starting ninety (90) days from the Commencement Date and continuing until the Termination of this Lease. The HVAC system shall be capable of maintaining comfort conditions between 68 and 78 degrees throughout all conditioned areas at all times of the year. The cooling system shall be designed to maintain 76°F inside when the outside temperature is 100°F. The heating system shall be designed to maintain 70°F inside when the outside temperature is 30°F.
- D.** Provide a copy of the mechanical system service record to LESSEE prior to the Commencement Date and upon LESSEE's request during the Term.
- E.** Ensure that all inspections, maintenance and repair of the mechanical system be documented in writing and available for review within forty eight (48) hours of request as stated in Title 8, California Code of Regulations, Section 5142(b). Records must be kept for a minimum of five (5) years.

**7.9 ALARM SERVICES.** The parties acknowledge and agree:

- A. Intrusion Alarm System.** LESSEE shall, at LESSEE's discretion, provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Intrusion Alarm System located at the Leased Premises, which was installed on or before the Commencement Date.
- B. Access Control System.** LESSEE shall, at LESSEE's discretion, provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Access Control System installed on the Leased Premises. LESSOR shall maintain new and existing doors and door hardware including but not limited to: doors, door frames, electric strikes, lever sets or mag-locks, and panic bars.
- C. Fire Alarm.** LESSOR shall provide and pay for, during the Term of this Lease or renewal thereof, maintenance and monitoring of the Fire Alarm System installed or existing on the Leased Premises.

**7.10 REPAIR CONTACT.** For those maintenance and repair duties undertaken by LESSOR under the provisions of this Lease, LESSEE may notify (i) LESSOR or (ii) in the sole event of LESSOR's failure to respond in accordance with Exhibit "E", LESSOR's designated maintenance or repair vendor as hereinafter provided.

- A. Repair Contacts.** On or before the Lease Commencement Date, LESSOR shall designate in writing sources to be called when repairs to the Leased Premises are required. Information regarding these sources shall include names, addresses, telephone numbers, fax numbers, and email addresses (to the extent such vendor uses all of the aforementioned modes of communication).
- B. Emergency/After Hours Repair Contacts.** On or before the Lease Commencement Date, LESSOR shall designate in writing a list of additional sources to be called when emergency or after hours repair to the Leased Premises is required. Said sources shall be called in the event LESSEE is unable to contact LESSOR or LESSOR's agent within the later of (i) a reasonable time under the circumstances or (ii) the relevant timelines described in Exhibit "E". This list shall include, as to each source, name, address, telephone number, fax number, and email address (to the extent

such vendor uses all of the aforementioned modes of communication).

- C. Self-Help.** In the event LESSOR fails, refuses or neglects to make those repairs or replacements for which LESSOR is obligated, within the timelines specified in Exhibit "E", then LESSEE may, in addition to any other remedy LESSEE may have, make, or cause to be made, such repairs and may thereafter deduct the actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not exceed fifteen percent (15%) of the actual cost incurred.

**7.11 LESSEE-CAUSED MAINTENANCE AND REPAIR OBLIGATIONS.** In the event LESSEE requests maintenance and repair work from LESSOR pursuant to Paragraph 7.1 above, and said maintenance and repair work is later determined to be caused by the unreasonable acts of LESSEE, its officers, employees, agents, volunteers, or invitees (based on proper documentation submitted to, and approved by, LESSEE), then LESSEE shall reimburse LESSOR, LESSOR's agent (property manager), or LESSOR's vendor for the actual amount of said maintenance and repair work plus an administrative fee not to exceed fifteen percent (15%) within thirty (30) days of LESSEE's receipt of a proper invoice. Upon satisfactory completion thereof, the Director shall have the authority to approve and pay said reimbursement.

**7.12 EXPANSION OF SERVICES.** LESSEE may expand and/or contract the services specified under Article 7 as needed to support its use of the Leased Premises. LESSEE may also request LESSOR to provide an expansion of services not covered by Article 7. Such requests are subject to LESSOR's approval, which shall not be unreasonably withheld. For such approved requests, LESSOR shall provide written cost estimates of the expanded services for LESSEE's review (quantity of written cost estimates to be determined by LESSEE based on size and scope of services to be expanded). LESSOR's overhead and profit on expansion of services shall be limited to fifteen percent (15%) of the total cost of the expanded services sought. Upon approval of the cost estimate by LESSEE, LESSOR shall engage the necessary services through LESSOR's agent, vendor, and/or contractor until LESSEE requests a cessation of such expanded services. LESSEE shall pay the full cost of the expansion of services to LESSOR in a lump sum payment (based on proper documentation of the costs submitted to, and approved by, LESSEE upon completion of the work) unless the change of services creates an ongoing monthly cost, in which case the cost shall be billed by LESSOR monthly. The Director shall have the authority to approve and pay the expansion of services in arrears. LESSEE shall

reimburse LESSOR within thirty (30) days of LESSEE's receipt of a proper invoice issued upon satisfactory completion thereof. LESSEE may cancel any expansion of services with thirty (30) days' notice to LESSOR, or any such period provided upon initiation of the expansion of services.

**7.13 ASBESTOS.** If, in the performance of the construction of any improvements, or of any maintenance or Alterations by LESSOR or LESSEE, it is determined that asbestos-containing materials will have to be removed from the Leased Premises, then LESSOR shall engage the services of a licensed asbestos contractor for the removal of such materials. All asbestos-containing materials removed from the Leased Premises shall be promptly replaced with materials acceptable for use by the governing public authority or as specified by LESSEE's required specifications. Any cost and expense which may be caused by the need to hire such asbestos contractor, either for the removal of asbestos-containing materials, or the replacement of such materials shall be borne solely by LESSOR.

**7.14 PREVAILING WAGES.** If any work is to be performed by LESSOR or LESSEE hereunder is a public work as defined in California Labor Code Section 1720.2, then LESSOR and/or LESSEE must comply with the payment of prevailing wages and the employment of apprentices as set forth in Section 1770, et al. and following of the Labor Code.

## **ARTICLE 8 – INDEMNITY**

### **8.1 INDEMNIFICATION.**

**A.** To the fullest extent permitted by law, each of the parties shall indemnify, defend and hold harmless each of the other parties, their respective officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any property in, on, or about the Leased Premises resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.

- B.** It is the intention of the parties that the provisions of this indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests. It is also 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 Claims attributable to the fault of that party, its officers, directors, officials, employees, volunteers, agents, contractors, invitees, or guests.
- C.** This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- D.** Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E.** The provisions of this indemnity shall survive the expiration or termination of the Lease.

## **ARTICLE 9 – INSURANCE**

### **9.1 INSURANCE.**

- A.** LESSOR agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep the Leased Premises and any structural improvements on the Leased Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSOR does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSEE on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSEE.
- B.** LESSEE agrees that it shall, during the Term of this Lease, or any extensions thereof, and at its own expense, keep its contents, non-structural improvements and personal property located on the Leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSEE does hereby release and waive

on behalf of itself and its insurer by subrogation or otherwise, all claims against LESSOR on account of any fire or other casualty insured against whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of LESSOR.

- C.** LESSOR shall maintain property damage and public liability insurance or coverage through a Joint Powers Authority liability pool covering the Leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for injury or property damage.
- D.** LESSOR shall furnish a certificate substantiating the fact that LESSOR has taken out the insurance herein set forth for the period covered by the Lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-:VII and authorized to do business in the State of California, or coverage through a Joint Powers Authority liability pool. LESSOR's insurance policy or coverage memorandum required by this Lease shall maintain all insurance coverages and limits in place at all times and provide LESSEE with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
- E.** LESSOR is required by this Lease to immediately notify LESSEE if they receive a communication from their insurance carrier, agent, or Joint Powers Authority liability pool that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. LESSOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance or coverage has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance or coverage in force shall be considered a material breach of the Lease.
- F.** The certificate of insurance or coverage shall be filed by the LESSOR with the LESSEE, not less than ten (10) days prior to the Commencement Date.
- G.** LESSEE is self-insured for liability and shall furnish LESSOR a letter confirming this upon request.

- H. LESSEE and LESSOR shall be solely responsible for payment of any deductible in their respective insurance, coverage or self-insurance programs, in the event of a claim.
- I. The insurance and self-insurance or liability pool coverage limits to be maintained by LESSEE and LESSOR hereunder shall not limit LESSEE's or LESSOR's liability under this Lease.
- J. Notification of Claim. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, that arise out of or are in any way connected with LESSOR's performance under this Lease and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect LESSEE, LESSOR shall give prompt and timely notice thereof to LESSEE. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

## **ARTICLE 10 – ACCESS AND USE OF LEASED PREMISES**

### **10.1 ACCESS TO LEASED PREMISES.**

- A. LESSEE shall have the exclusive right to use all interior and exterior areas of the Leased Premises as same are identified as shown on Exhibit "A", and legally described on Exhibit "D", which exhibits are attached hereto and made a part hereof.
- B. In the event of a reduction in LESSEE's rights under Subparagraph 10.1.A. above, and the reduction, in LESSEE's opinion, renders the Leased Premises unsuitable for LESSEE's operations, and LESSOR does not furnish equivalent access and rights within thirty (30) days of said reduction, LESSEE may terminate this Lease by giving ninety (90) days written notice to LESSOR.

### **10.2 USE OF LEASED PREMISES.**

- A. LESSEE may use and occupy the Leased Premises during the Term by the County of Sacramento, Sacramento Sheriff's Office and for any other lawful uses in keeping with the type, quality, and location of the Building. LESSEE shall not use the Leased Premises or permit the Leased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations, or rules of any public authority at any time.

- B.** LESSOR consents that LESSEE, throughout the Term of this Lease, may post and maintain, in locations proximate to all exterior entrances to the Leased Premises and the Building in which the Leased Premises is situated, signs prohibiting smoking on the Leased Premises within twenty (20) feet of all entrances, exits, open windows, ventilation intake systems, and covered walkways.

## **ARTICLE 11 – GENERAL**

**11.1 TIME IS OF THE ESSENCE.** LESSOR and LESSEE acknowledge and affirm that time is of the essence in the performance of the terms of this Lease.

**11.2 DAMAGE TO LEASED PREMISES.** In the event of the following:

- A.** Minor Damage. If ten percent (10%) or less of the floor space of the Leased Premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR shall restore the Leased Premises as quickly as reasonably possible.
- B.** Moderate Damage. In the event that destruction of the Leased Premises renders between eleven percent (11%) and thirty percent (30%) of the floor space unusable, LESSOR shall give notice to LESSEE as to the time required to make the repairs. If LESSOR has not given such notice within fifteen (15) days after the destruction, or if the time for repair is considered unreasonable by LESSEE, or if LESSOR does not diligently pursue the repairs, LESSEE may make the repairs itself, deducting the costs from the Rent.
- C.** Extensive/Total Damage. If more than thirty percent (30%) of the floor space of the Leased Premises is destroyed by fire or other casualty, or if the Leased Premises is totally destroyed, then LESSEE, at its discretion, may terminate this Lease.
- D.** Compensation. In the event of any destruction described above where LESSEE remains in possession of the Leased Premises, the Rent shall be reduced by the percentage of unusable space. If the reduction in space, or the need to remediate the damage to the Leased Premises, causes LESSEE to incur costs, such as relocation of furniture or personal property, then LESSOR shall be responsible for all LESSEE costs associated with the damage to the Leased Premises.



**11.3 RISK OF HAZARDS.** LESSEE shall not do anything on the Leased Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**11.4 ALTERATIONS BY LESSEE.** "Alterations" shall mean any improvement made or installed, during LESSEE's possession of the Leased Premises (the "Alterations").

- A.** Permission. LESSEE may make Alterations to the Leased Premises necessary for the accommodation of LESSEE's uses, subject to LESSOR's approval, which shall not be unreasonably withheld. Prior to the commencement of any Alteration to the Leased Premises, LESSEE shall notify LESSOR of the desired Alteration, to include a written description of the Alteration deemed necessary, and obtain written approval from LESSOR. In the event Alterations are requested by LESSEE, and LESSEE elects not to perform the work, LESSOR shall be required to perform the same in accordance with LESSEE's Alteration and exhibit requirements.
- B.** Performance by LESSEE. LESSEE shall have the option to undertake and perform an approved Alteration on its own behalf using LESSEE's choice of agent, vendor and/or contractor or, at LESSEE's option, request that LESSOR perform the Alteration through LESSOR's agent, vendor, and/or contractor. Permission to use an agent, vendor, and/or contractor of LESSEE's choice in making an Alteration of the Leased Premises shall not be unreasonably withheld by LESSOR. In the event that LESSEE uses LESSEE's own agent, vendor, and/or contractor, LESSEE shall be responsible for making certain that LESSEE's agent, vendor, and/or contractor is in compliance with all applicable public works and prevailing wage regulations (see Section 3.7) and has adequate workers compensation and liability insurance as would be required by LESSOR for the level of Alteration required.
- C.** Performance by LESSOR. In the event LESSOR performs an approved Alteration through LESSOR's agent, vendor, and/or contractor, then LESSOR shall provide written cost estimates (quantity of written cost estimates to be determined by LESSEE based on size and scope of Alteration) to LESSEE for the cost of the desired Alteration. LESSOR's overhead and profit on Alteration projects shall be limited to fifteen percent (15%) of the total costs incurred for the Alteration project. Performance by LESSOR is also subject to LESSOR's applicable procurement policy

requirements. Upon approval of the cost estimate and completion of the Alteration, LESSEE shall pay the full cost of the Alteration project to LESSOR in a lump sum payment (based on proper documentation of the costs submitted to, and approved by, LESSEE upon completion of the work). The Director shall have the authority to approve and pay the full cost of the Alteration at the completion of the desired Alteration, not to exceed \$50,000. Alterations in excess of \$50,000 shall require an amendment to this Lease. LESSEE shall reimburse LESSOR within thirty (30) days of LESSEE's receipt of a proper invoice issued upon satisfactory completion thereof. LESSOR shall maintain any Alteration performed on behalf of LESSEE over the remaining terms of the Lease or renewal thereof, regardless of whether LESSOR performs the Alteration or if LESSEE performs the Alteration.

**D.** Asbestos. The remediation of asbestos containing materials will be performed in accordance with Paragraph 7.13 above.

**11.5 LESSEE'S RIGHT TO OFFSET AND SELF-HELP.** LESSEE shall have the right (but not the obligation) to fulfill LESSOR's obligations with respect to any duties or obligations further described in Article 3, Article 5, Article 6, Article 7, or Article 8 (LESSEE shall have access to utility systems and elements outside the Leased Premises which service the Leased Premises in order to do so) in the event LESSOR defaults in its obligations to do the same, after the expiration of appropriate notice from LESSEE in the manner prescribed herein, and LESSOR's failure to cure. In such event, LESSEE shall deduct its actual cost so incurred from the next monthly installment of Rent due plus an administrative fee. Said administrative fee shall not exceed fifteen percent (15%) of the actual cost incurred.

**11.6 LESSOR'S RIGHT TO LEASE.** LESSOR warrants LESSOR is well seized of and has good title and right to lease the Leased Premises, will defend the title thereto, and will indemnify LESSEE against any damage and expense which LESSEE may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Leased Premises. LESSOR shall immediately provide to LESSEE sufficient documentation, at the sole discretion of LESSEE, (e.g.: partnership agreement, grant deed, trust deed, trust, corporate resolution, or articles of incorporation) to support this warranty within ten (10) days of LESSEE's request. If at any time LESSOR's title or right to receive Rent hereunder is disputed, LESSEE may withhold Rent thereafter until LESSEE is furnished with proof satisfactory to LESSEE as to the proper person entitled to receive the Rent.

**11.7 LESSOR'S SUCCESSORS IN INTEREST/ASSIGNS.** If LESSOR conveys its leasehold interest in the Leased Premises to another party prior to the time LESSEE shall be required to pay Rent to the new owner, LESSEE shall be furnished with a fully executed assignment of LESSOR's interest, together with a notification of the transfer executed by both LESSOR and the successor LESSOR, and the address for payment of Rent.

- A.** This Lease shall be binding upon and inure to the successors-in-interest and assigns of LESSOR.
- B.** LESSEE shall have the right and option to assign this Lease or any part hereof, or underlet the whole, or any part of said Leased Premises, without the consent of LESSOR. Assignment or subleasing by LESSEE will not release LESSEE from the obligations contained herein.

**11.8 WRITTEN COMMUNICATIONS AND NOTICE.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and served by e-mail or first class mail. Such matters shall be addressed to the other party at the following addresses:

To LESSOR at:

Sacramento Metropolitan Fire District  
c/o Jeff Frye  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

Phone No. (916) 859-4517  
FAX No. (916) 859-3716  
Email Address. frye.jeff@metrofire.ca.gov  
Tax ID. 86-0358779

To LESSEE at:

County of Sacramento  
Real Estate Division  
3711 Branch Center Road  
Sacramento, California 95827

Phone No. (916) 876-6200  
FAX No. (916) 876-6391

Or such other address as a party may designate to the other by notice. Such notice shall be deemed received upon delivery of email notice.

**11.9 AMENDMENT AND WAIVERS.** With specific regard to amendments and waivers:

- A.** This Lease constitutes the entire understanding of the parties hereto and shall not be altered or amended except by a supplementary agreement in writing and executed under proper

authority by both parties. The failure of either LESSOR or LESSEE to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.

- B.** Upon mutual agreement of the parties, the Director is authorized on behalf of LESSEE to execute minor amendments to this Lease. These amendments may include but shall not be limited to: reductions in rent, reductions in and/or postponement of service requirements, minor or temporary relocations and/or reductions in square footage, increases in square footage with no additional Rent, Lease language updates, and Lease accommodations in relation to Paragraph 11.17. Should the amendment exceed the Director's delegation as described in this subparagraph, the amendment shall be brought before the County Board of Supervisors for consideration.

**11.10 RIGHT AND REMEDY.** No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

**11.11 AGREEMENT CONSTRUCTION AND INTERPRETATION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Lease. Whenever required by the context of this Lease, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Lease have been arrived at through negotiations, and that each of the parties has had a full and fair opportunity to consult with counsel and to revise the provisions of this Lease. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construction or interpreting this Lease. All exhibits referred to in this Lease are attached and incorporated by this reference.

**11.12 RECORDATION OF LEASE.** This Lease shall not be recorded, but, at the request of either party, the parties agree to execute a Memorandum of Lease in recordable form which may be recorded by either party.

**11.13 SUBORDINATION.** This Lease is and shall be prior to any encumbrance recorded after the date of this Lease or Memorandum of Lease affecting the Building, other improvements, and land of which the Leased Premises are a part.

If, however, a lender requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance, only if LESSOR first obtains from the lender a written agreement that provides the following (or language substantially similar):

"As long as LESSEE performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect LESSEE's rights under this Lease. LESSEE's rights under this Lease shall not be disturbed and shall remain in full force and effect for the Term, and LESSEE shall not be joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclosure thereunder."

LESSEE shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

LESSEE shall execute the subordination and non-disturbance agreement, in a form acceptable to LESSEE, and any other documents reasonably required by the lender to accomplish the purpose of this Paragraph 11.14.

LESSOR shall endeavor in good faith to provide LESSEE, within forty-five (45) days after the date of full execution of this Lease, a commercially reasonable non-disturbance, subordination and attornment agreement in favor of LESSEE from any ground lessors, mortgage holders or lien holders (each, a "Superior Mortgage") then in existence. Such non-disturbance agreement shall be in recordable form and may be recorded at LESSEE's election and expense.

**11.14 ESTOPPEL.** Upon LESSOR's written request, LESSEE shall deliver to LESSOR a written statement containing the following information, current as of the date of the statement: (A) the status of the Lease. (B) An explanation of any default claims LESSEE may have against LESSOR. (C) The term of the Lease. (D) The monthly rental payable. LESSEE shall deliver such statement to LESSOR or to any prospective purchaser upon LESSOR's request. Any such statement by LESSEE may be given to any prospective purchaser or encumbrancer of the property.

**11.15 CONDEMNATION.** In the event of a condemnation of the Leased Premises or of any other rights of LESSEE hereunder, each of the parties hereto shall have and retain their separate and independent rights for loss, costs, and damages against the condemning authority. Should more than ten percent (10%) of the Building on the Leased Premises, or of any other rights be taken so as to render the remaining Leased

Premises or rights impractical for use of LESSEE, and LESSOR does not, within a reasonable time, reconfigure the remaining property so that the usability of the Leased Premises and other rights shall be substantially the same, LESSEE may terminate the Lease by giving LESSOR thirty (30) days' notice. In the event less than all of the Leased Premises or other rights are condemned, and the balance remaining after any reconfiguration, may reasonably be devoted to the use of LESSEE, and LESSEE does not elect to terminate, then the rental rate shall thereafter be reduced to the extent that the market rental value of the facilities is reduced by such taking and any reconfiguration.

**11.16 FORCE MAJEURE.** Neither LESSOR nor LESSEE shall be deemed to be in breach of this Lease if either is prevented from performing any of its obligations herein by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, epidemic, pandemic, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, delays in obtaining building permits or other governmental approvals or any other circumstance for which it is not responsible, or which is not within its reasonable control (collectively, "Force Majeure Delay").

**11.17 APPROPRIATION OF COUNTY FUNDS; CONSTITUTIONAL DEBT LIMITATION; VACATION OF LEASED PREMISES; TERMINATION OF LEASE.** LESSOR and LESSEE acknowledge and agree that the obligation of LESSEE to pay Rent under this Lease is contingent upon the availability of County funds which are appropriated and allocated by County of Sacramento's governing body for the payment of Rent. In this regard, should LESSEE vacate the Leased Premises due to the unavailability of County funds, the parties agree that this Lease shall terminate. Said termination date shall be the last day of the month from date LESSEE vacates and surrenders possession. For any resulting uncured default by LESSEE hereunder, LESSOR may declare all Rent payments to the end of the County's current fiscal year to be due, including any delinquent Rent from prior budget years. However, in no event shall LESSOR be entitled to a remedy of acceleration of the total Rent payments due over the Term of this Lease.

The parties acknowledge and agree that the limitations set forth above are required by Article 16, Section 18 of the California Constitution. Further, LESSOR and LESSEE acknowledge and agree that Article 16, Section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this Paragraph 11.18.

Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to LESSEE's continuing possession of the Leased Premises and sue for the Rent as it becomes due.

LESSEE shall notify LESSOR of LESSEE's intent to seek the approval of the County of Sacramento Board of Supervisors to vacate the Leased Premises and terminate the Lease under this provision.

**11.18 FEDERAL OR STATE FUNDING; REDUCTION IN LEASED PREMISES; TERMINATION OF LEASE.** LESSOR and LESSEE acknowledge and agree that LESSEE is dependent upon the availability of certain Federal, State and/or other public agency funds to pay the Rent provided for this Lease. If such Rent funds become unavailable, discontinued and/or reduced, LESSOR and LESSEE acknowledge and agree that LESSEE shall have the right to terminate the Lease upon ninety (90) days written notice and without further liability to LESSOR. Notwithstanding the foregoing, LESSOR and LESSEE may agree to amend the Lease to allow LESSEE to retain possession of a portion of the original Leased Premises with a commensurate reduction of rent for the remaining Term.

**11.19 UNPAID AMORTIZED IMPROVEMENT COSTS.** *Intentionally omitted.*

**11.20 TERMINATION OF EXISTING LEASE.** Upon commencement of this Lease, Lease Agreement No. 1794, as amended, approved by the County of Sacramento Board of Supervisors on DECEMBER 11, 2012, by Resolution 2012-0887 shall terminate.

**11.21 DUPLICATE COUNTERPARTS.** This Agreement and any amendments hereto may be executed in several counterparts, and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

*(Balance of page left blank)*

Lease Effective Date: \_\_\_\_\_

Lease 1896

Lease Commencement Date: \_\_\_\_\_

2101 Hurley Way  
Sacramento, CA 95825

**LESSOR:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT, an independent special district pursuant to California Health and Safety Code Section 13801, et. seq.**

By: \_\_\_\_\_

**Dan Haverty  
Interim Fire Chief**

**LESSEE:**

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

By: \_\_\_\_\_

**Jeffrey A. Gasaway, Director  
Department of General Services**

By Resolution \_\_\_\_\_

Dated \_\_\_\_\_

**REVIEWED & APPROVED BY COUNTY COUNSEL: \_\_\_\_\_**

**Deon C. Merene  
Deputy County Counsel**

**APPROVED AS TO TERMS & CONDITIONS: \_\_\_\_\_**

**Jim Cooper, Sheriff  
Sacramento Sheriff's Office**



EXHIBIT A  
 Lease No. 1896  
 First Floor

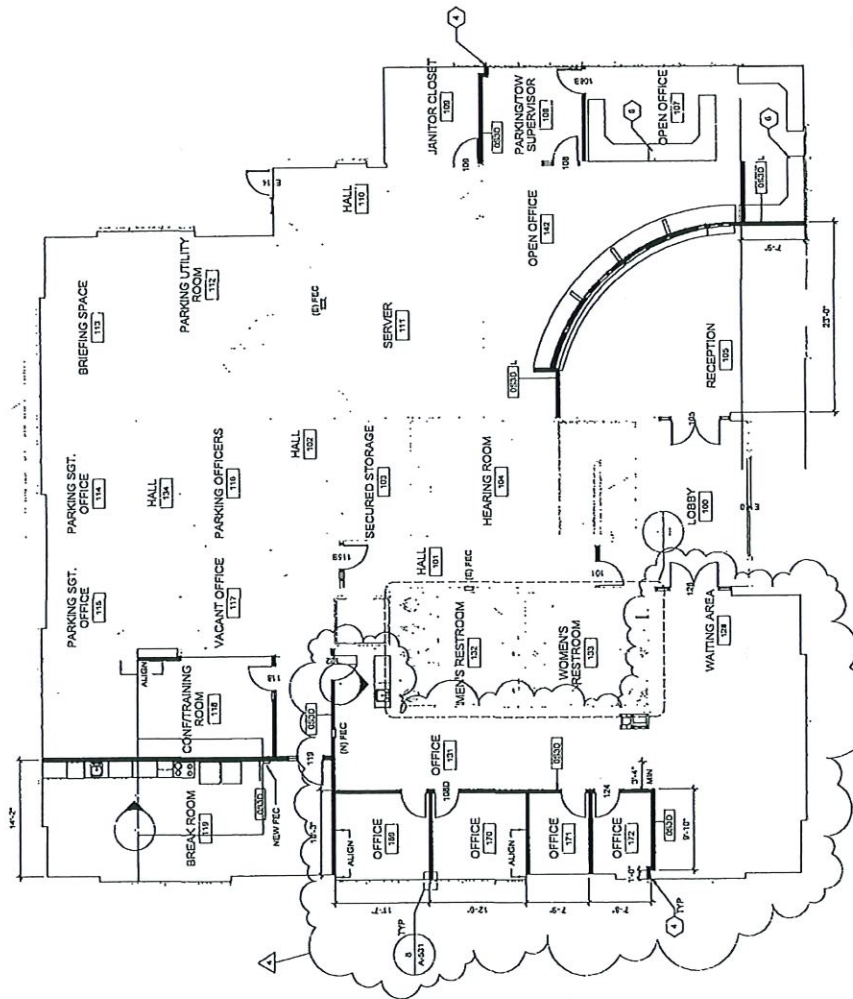
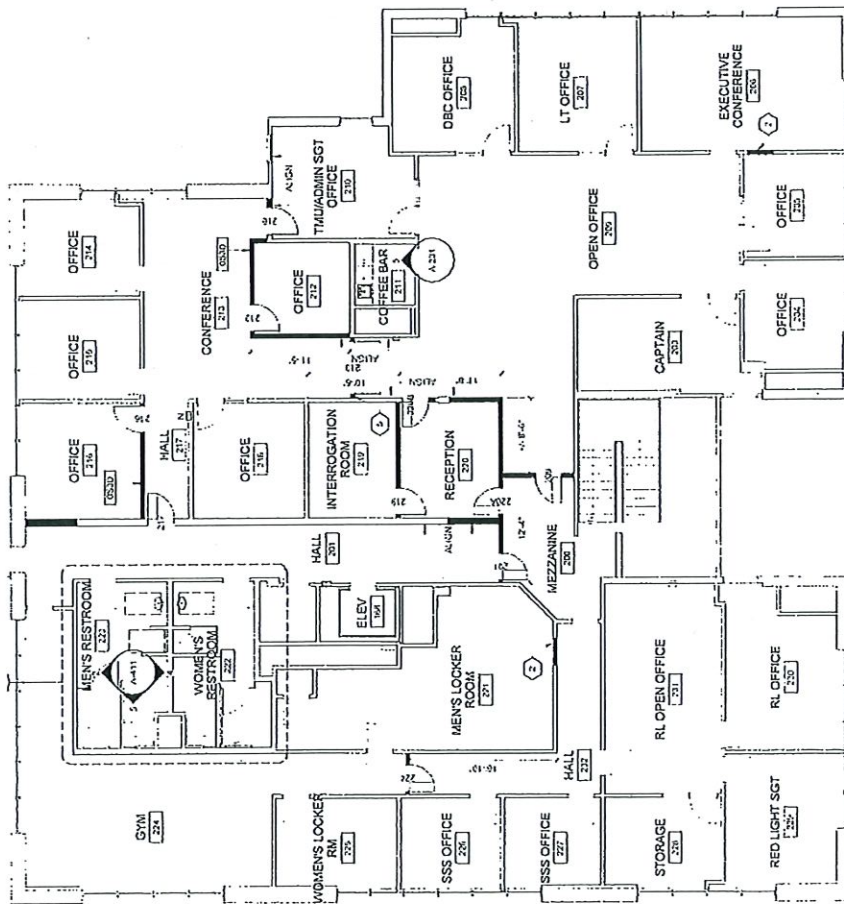



EXHIBIT A  
 Lease No. 1896  
 Second Floor





## EXHIBIT "C"

### JANITORIAL SERVICE

- a.) Contractor to perform regular janitorial services 3 times per week, Monday, Wednesday and once between Friday night and Sunday night or as agreed upon with DEPARTMENT except on Sacramento County observed holidays.
- b.) Since the work may require entry into secured County facilities, the County will require the Contractor to conduct a criminal background check on all employees who may be assigned to perform on the contract. Such background check shall be conducted at the Contractor's expense and shall be coordinated with the California Department of Justice, Office of the Attorney General, Fingerprint Submissions  URL: [www.caag.state.ca.us./fingerprints/index.htm](http://www.caag.state.ca.us./fingerprints/index.htm).
- c.) County reserves the right to review the personal background information and to conduct further security clearances on the Contractor's assigned personnel. Upon request of the County, Contractor shall provide the following information with each name to the County: date of birth, Social Security number, California driver's license number, and current address. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due employee turnover.
- d.) Any person or persons not acceptable to the County shall be prohibited from working on the contract.
- e.) Certain "infractions" in the background investigation may be grounds for disqualification. It will be the responsibility of the Contractor to meet with the county Custodial/Facility Manager to discuss these matters.

### GENERAL SCOPE OF SERVICE

#### 1. LABOR AND SUPERVISION

- a.) Contractor shall provide sufficient labor and supervision at all times to carry out the work satisfactorily, and shall ensure that only competent workers who are skilled in the type of work specified are employed.
- b.) Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance, integrity, and competency. Contractor shall ensure each daily assignment is performed per daily specifications regardless of employee's absenteeism.
- c.) There shall be a lead person or other responsible member of the janitorial crew on site who shall be able to read, write, speak and understand the English language to the extent required for communication in-person, via telephone and in writing with the building manager in connection with the janitorial services to be performed. Further, such person shall also be able to telephone law enforcement agencies and/or the alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English speaking lead person shall be over the age of 18 years.

- d.) Contractor and/or employee are required to properly operate the security alarm system.

## 2. EQUIPMENT, MATERIALS, and SUPPLIES

- a.) Contractor shall furnish all materials, supplies, and equipment as may be necessary and convenient to the proper performance of the janitorial services listed in this agreement; such as, provide a ladder of sufficient height to be used in performing high dusting and changing interior light bulbs and tubes.
- b.) Contractor shall furnish all paper goods (toilet paper, paper towels, seat covers), hand soaps, deodorizers, sanitary napkins/tampons, and trash receptacle liners)
- c.) Contractor shall provide for coin operated sanitary napkin dispensers in the ladies restrooms and shall keep the dispensers supplied and in good working condition on all business days. All proceeds for such operations shall become the property of Contractor.
- d.) Contractor shall keep storage space provided for contractor equipment, materials, and supplies in a clean, orderly, and odor free.

### SPECIFIC SCOPE of SERVICE

- 1. Contractor agrees to perform the following services on a THREE TIMES WEEKLY as follows:
  - a.) Empty all wastebaskets, install new liners (includes recycle bins and restrooms) and clean receptacles.
  - b.) Transport waste paper to disposal area (including recycle).
  - c.) Dust all cleared office furniture throughout building.
  - d.) Feather dust computers and office equipment.
  - e.) Clean and sanitize all drinking fountains throughout building.
  - f.) Dust and spot clean all doors, walls and partitions (including restrooms).
  - g.) Dust sills and picture frames throughout building.
  - h.) Dust blinds, baseboards and HVAC registers.
  - i.) High-low dusting, locate and remove cobwebs.
  - j.) Wipe down and sanitize kitchen/break room countertops, tables and chairs.
  - k.) Wipe kitchen/break room cabinets free of fingerprints.
  - l.) Clean microwave inside and out.
  - m.) Clean exterior of refrigerator.
  - n.) Restock disposable paper and hand soap in kitchen and restrooms.

- o.) Clean and sanitize all toilets, sinks (including kitchen) and urinals.
  - p.) Flush floor drains in restrooms.
  - q.) Clean and polish mirrors and all bright metal throughout building.
  - r.) Clean and oil all stainless steel fixtures in restrooms.
  - s.) Dust/damp mop all resilient floors throughout building.
  - t.) Sweep and damp mop kitchen and restroom floors with germicide.
  - u.) Vacuum all carpets throughout building to remove soil and debris.
  - v.) Remove drips/spots from carpets throughout building.
  - w.) Spot wash all door glass partitions throughout the building.
2. Contractor agrees to perform the following service on a **WEEKLY** basis:
- a.) Dust partitions, ledges, and low moldings.
  - b.) Spot clean walls, woodwork, and exterior surfaces of vending machines to remove finger marks and stains.
  - c.) Thoroughly scrub lavatory room floors with solution containing an approved disinfectant. Wash all disposal containers in restrooms.
  - d.) Damp mop all floors, not carpeted. Machine polish all floors, not carpeted, as required.
  - e.) Spot clean "Herman Miller" panel partitions. If fabric covered, check with Facility Manager for special instructions
  - f.) Treat all drains with "Drano" or like substance and treat floor drains with substance to eliminate odors.
  - g.) Clean exterior furniture by entry ways or on patios.
3. Contractor agrees to perform the following services on a **MONTHLY** basis:
- a.) Dust high moldings, door and window casings and tops of bookshelves; and for warehouse areas, dust open shelves and tops of shelving. All entry way and rooms should be free of cobwebs.
  - b.) Polish office furniture.
  - c.) Vacuum upholstered furniture.
  - d.) Strip wax and machine polish all non-carpeted areas.
  - e.) Dust overhead lighting fixtures and lighting glass.

4. Contractor agrees to perform the following services on a QUARTERLY basis:
  - a.) Wash all naugahyde or plastic covered furniture.
  - b.) Wash ventilator ducts and vacuum surrounding ceiling areas.
  - c.) Wash down all interior wall areas. Clean interior aluminum window and door frames. Spot clean wood veneer paneling.
  - d.) Wash walls, partitions and all other areas in restrooms
  - e.) Clean all windows on the inside.
  - f.) Dust all mini-blinds.
  - g.) Professionally clean the high-traffic carpeted areas using truck mounted equipment.
5. Contractor agrees to perform the following services on a SEMI-ANNUAL basis:
  - a.) Professionally clean all the carpeted areas using truck mounted equipment. (Check with Facility Manager to set-up schedule for progressive cleaning).
  - b.) Clean all windows on outside.
6. Contractor agrees to perform the following services on an ANNUAL basis:

None assigned at this time.

## JANITORIAL SERVICE LEVEL DEFINITIONS

### FLOOR AREAS

SWEEP and DUST/DAMP MOP

Floor surfaces including corners, behind doors and under furniture are free of litter, dirt, spillage and dust.

BUFF and POLISH

Floors present a clean, high-gloss appearance at all times. Areas adjacent to walls are free of wax build-up and base boards are free of spots or streaks of floor finish. Sufficient coats of finish are applied on floors to maintain an even appearance throughout by buffing.

VACUUM CARPETS

All carpeted surfaces are thoroughly vacuumed, including corners, behind doors and under furniture. Carpet is free of litter, dirt and dust. Spillage have been removed by spot cleaning.

SPOT CLEAN CARPETS

Spillage, dirt and grime are spot cleaned.

SHAMPOO CARPETS

All carpeted surfaces are shampooed and cleaned using commercial grade cleaning equipment.

WALK-OFF MATS

All walk-off mats are free of dust, dirt and grime. Depending on the type of mats, they have been shampooed and hosed off.

### GENERAL CLEANING

DUST FURNITURE

All type of furniture is free of dust.

CLEAN FURNITURE and PHONE

All type of furniture has been wiped free of dirt, grime, ink stains and hand prints.

CLEAN FOUNTAINS and SINKS

All surfaces are wiped clean with a disinfectant cleaner and are free of spots and stains. The adjoining wall surfaces are free of water spots, streaks and hand prints.

EMPTY WASTE BASKETS

All waste baskets are empty and in place, clean and ready for use. Liners are free of tears and holes.

CLEAN VERTICAL SURFACES

All vertical surfaces (walls, doors, partitions, etc.) up to the height of the doors are free of finger marks and other dirt spots of any kind.

### RESTROOM AREAS

CLEAN and DISINFECT FLOORS

Floors have been swept and wet mopped using a disinfectant cleaner. All surfaces, including corners, under waste receptacles, and behind doors are free of all dirt, dust, grime and stains.

CLEAN and DISINFECT FIXTURES

All surfaces of sinks, showers, toilets and urinals are free of dust, dirt, spots and stains. Toilet seats have been thoroughly cleaned with a germicidal cleaner and are left in raised position after cleaning.

CLEAN PARTITIONS and WALLS

Partitions and walls have been cleaned with a germicidal cleaner and are free from dust, dirt, spots and smears. Ledges, baseboards, ventilating grilles and fans are free of dust and dirt.

REFILL DISPENSERS

All restroom supply dispensers are filled with an adequate supply to last until the next regular service.



CLEAN MIRRORS and DISPENSERS

The chrome or stainless steel surfaces of mirrors, fixtures and dispensers are shined and free of dust, dirt, water spots and stains. Painted metal or plastic type dispensers are free of dust, dirt, grime and fingerprints.

**GLASS CLEANING**

ENTRY GLASS

Doors and glass panes adjacent to the doors are clean and free of dirt, grime and streaks, and are clear of all excess moisture. Door and window frames and sash are free of dust and loose dirt.

INTERIOR GLASS

All interior surfaces of windows are clean and free of dirt, grime and streaks, and are clear of all excess moisture. Window frames, sash and sills are free of dust, dirt, drippings and other watermarks.

EXTERIOR GLASS

All exterior windows not included as entry glass are clean and free of dirt, grime, streaks and excess moisture.

**DUSTING**

LEDGES and BASEBOARDS

The horizontal surfaces of partitions, including all wall mounted items, ledges and baseboards are free of dust.

BLINDS, GRILLES

All window blinds and HVAC grilles are free of dust.

HIGH DUSTING

All walls above the top of doors and ceiling surfaces including the exterior surfaces of light fixtures are free of dust.

UPHOLSTERED FURNITURE

All upholstered surfaces of furniture are free of dust when hit with the palm of hand. All dirt spots have been removed by spot cleaning.

**LIGHTING**

BURNED-OUT LAMPS

All burned-out lamps have been replaced. All defective fixtures have been reported to the County.

**GENERAL CLEANING - EXTERIORS**

VESTIBULE and SIDEWALKS

All vestibule and sidewalk areas are swept free of dirt and debris. All ash trays are empty, clean, and ready to use.

CLEAN SHRUBBERY

Planted areas adjacent to vestibule and sidewalks are free of debris.

CLEAN BUILDING FRONT

The ground level of exterior building surfaces adjacent to sidewalks are free of dust, dirt, cobwebs and grime.

CLEAN ENTRY DOORS

Metal or wood surfaces of front entry doors and frames are free of dust, dirt, cobwebs and grime.

Lease No. 1896  
2101 Hurley Way

## **Exhibit "D"**

### **Legal Description**

Real Property in the State of California, County of Sacramento (unincorporated area)

The West one-half of the Southeast one-quarter of the Southwest one-quarter of the Northwest one-quarter of Section 65, Map of Survey and Subdivision of Rancho Del Paso, recorded in Book "A" of Surveys, Map No. 95, records of said County.

EXCEPTING THEREFROM the following two (2) parcels:

1. The North 400.00 feet
2. The East 165.00 feet

APN: 285-0130-023-0000

Commonly referred to as 2101 Hurley Way, Sacramento, CA 95825.

**EXHIBIT "E"**

<b>Maintenance Response Timelines</b>		
<b>Type of Problem</b> (The categories of items are for illustrative purposes only.)	<b>Lessor Response to Notification</b>	<b>Lessor Commencement &amp; Completion Time *</b>
<b>Emergency Situations</b>	1 hour	1-4 hours
Life, Health, Safety, Security & Environmental Issues		
Security door, security gate repairs		
Server room HVAC issues		
Alarms		
Utility services disruption		
water intrusions		
sewage back-up, restroom overflows		
Break-ins or vandalism		
Other emergency repairs		
<b>Urgent Situations</b>	1 hour	48 hours
Life, Health, Safety, Security & Environmental Issues		
HVAC in employee workspace: Non functional or thermal comfort		
Elevators		
Graffiti		
Other urgent repairs		
<b>Routine</b>	4 hours	1-14 days
Life, Health, Safety, Security & Environmental Issues		
Lighting		
Non-functional sinks/toilets		
General Plumbing		
Door/gate repairs (non-security)		
General electrical		
General mechanical		
Walls/surfaces		
Carpet/flooring (including tears, ripples, trip hazards)		
Odors and noises		
Landscaping		
Other routine repairs		

\* The completion times stated herein may be amended/changed/extended by mutual written agreement by parties

## EXHIBIT "F"

### Remediation Work

Complete remediation work as detailed below. Additional detail for all findings can be found in the Access Compliance Survey Report dated January, 2020. The Access Compliance Survey Report is on file with the LESSEE's Department of General Services, Real Estate Division and can be provided upon request.

<b>Finding #</b>	<b>Location</b>	<b>Description</b>	<b>Remediation</b>
12952, 12909, 12918	North Corridor, Central Corridor, Red Light Enforcement & Corridor Serving Unit	Vision Light at door that permits viewing does not have bottom of at least one glazed panel located 43 inches maximum above the finished floor.	Lessor to install opaque film.
12865, 12937, 12938, 12943, 12945, 12950, 12956, 12961, 12966, 12981, 12980, 12993, 12876, 12887, 12888, 12913, 12919, 12920	Main Lobby Servicing CCW & Enforcement Units, Hearing Room, Staff Payments Area, Rear Corridor, CSO Office, SSB, Conference Room, Break Room, CCW Unit, Men's Restroom, Women's Restroom, Central Corridor, Administration, Treat Management Unit, Central Corridor, Fitness Center, Men's Locker Room	Excessive force required to open doors (greater than 5 pounds)	Lessor to adjust door closers to accessible standards (5 pounds maximum)



DAN HAVERTY  
Interim Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** April 27, 2023  
**TO:** Board of Directors  
**SUBJECT:** Renewal of AMR Agreement

## TOPIC

Staff seeks the Board of Directors approval of a contract renewal with American Medical Response (AMR). This one-year renewal is for a total of ten (10) 12-hour units in fiscal year 23/24.

## SUMMARY

Our current AMR agreement, and amendment, provide eight (8) 12-hour units through June 30, 2023. These units have been integrated into our operational response and provide a much-needed addition to our EMS service delivery.

While they have added to our operational deployment, we frequently have a need for additional ambulances in our system. One mitigation solution we've utilize is the use of our established surge contracts. Though a valued resource when available, our surge requests frequently align with their ambulance drawdown. The result is an inability to provide much needed surge ambulances.

The addition of two (2) AMR units for a total of ten (10), provides a needed mitigation for our increased call volume, Ambulance Patient Offload Times (APOT), frequency of ambulance drawdown, and reduces our regular need for surge units.

## FISCAL IMPACT

The unit hour rate in the AMR contract for FY 2023/2024 is an all-inclusive rate, and Metro Fire recovers costs through EMS billing for all services provided by AMR.

Thus far in FY 2022/2023, the District has recovered more than we have paid AMR. EMS cost recovery is typically 60-90 days after the service is rendered.

Therefore, cost recovery will continue to increase, while the invoiced hours are a fixed cost.

The cost of adding unit hours to the system is budgeted for in FY 2023/2024.

**RECOMMENDATION**

It is recommended that the District enter into a contract renewal with AMR to staff ten (10) 12-hour units commencing on July 01, 2023 through June 30, 2024.

Submitted by:



\_\_\_\_\_  
Jon Rudnicki  
Assistant Chief, EMS

Approved by:



\_\_\_\_\_  
Dan Haverty  
Interim Fire Chief

## **RENEWAL AGREEMENT FOR AMBULANCE SERVICES**

This Renewal Agreement to the 911 Ambulance Service, Response, and Transportation Agreement dated July 1, 2020 ("Renewal Agreement") is by and between the Sacramento Metropolitan Fire District ("METRO FIRE") and American Medical Response West ("CONTRACTOR"), effective July 01, 2023.

### **RECITALS**

**WHEREAS**, the parties executed an Agreement for Ambulance Services on July 1, 2020 ("2020 Agreement:"), whereby CONTRACTOR agreed to provide 911 Ambulance Service, Response, and Transportation; and,

**WHEREAS**, the Initial Term of the Agreement is scheduled to expire on June 30, 2023; and,

**WHEREAS**, Section 01.("Term") of the 2020 Agreement provides that the 2020 Agreement may be renewed for no more than two (2) additional one (1) year terms after the Initial Term; and,

**WHEREAS**, the parties to the 2020 Agreement (altogether "Parties) amended said agreement on three separate occasions, pursuant to written amendments effective June 21, 2021, January 1, 2022, and July 1, 2022; and,

**WHEREAS**, the Parties desire to renew the 2020 Agreement as amended for an additional one (1) year term; and,

**WHEREAS**, METRO FIRE finds and determines that CONTRACTOR's services rendered to date comply in all aspects with the terms and conditions of the 2020 Agreement as amended;

**WHEREAS**, the Parties wish to further amend certain provisions in the 2020 Agreement as amended and to add certain new provisions as set forth below, and

**WHEREAS**, METRO FIRE's Fire Chief recommends renewal of the 2020 Agreement as amended subject to the amendments and revisions set forth below;

**NOW THEREFORE**, the Parties do hereby agree as follows:

#### **1. TERM**

Upon approval of METRO FIRE's Board of Directors and execution of this Renewal Agreement by the Parties, the term of this Renewal Agreement shall be extended through and including June 30, 2024.

#### **2. VEHICLES**

Section 08. ("VEHICLES"), sub-section A of the 2020 Agreement as amended is hereby deleted and replaced with the following language:

- A. Twelve (12) hour Ambulances: CONTRACTOR shall provide ten (10)

ambulance units deployed twelve (12) hours per day, 365 days per year, for a total of 43,800 yearly unit hours. Any unit hours incurred in excess of the standard twelve (12) hour per unit deployment due to emergency incidents shall be paid at the standard unit hour rate.

1. The hours for operation shall be coordinated by the Parties. CONTRACTOR's units shall be available for response to dispatch at the scheduled start time that has been agreed upon by the Parties.
2. At the request of METRO FIRE, additional unit hours may be added to the standard ten (10) ambulance deployment and shall be paid at the standard unit hour rate.
3. In addition to ten (10) deployed ambulance units, CONTRACTOR shall provide, in "ready" condition, two (2) additional units as a ready reserve that can be placed into service as needed.
4. METRO FIRE shall have the right, upon sixty (60) days' prior written notice to CONTRACTOR, to reduce the number of units operated under this Agreement. No penalty shall accrue to METRO FIRE in the event this provision shall be exercised.

### 3. COMPENSATION TO CONTRACTOR

Section 18. ("COMPENSATION TO CONTRACTOR"), sub-section A of the 2020 Agreement as amended is hereby deleted and replaced with the following language:

- A. METRO FIRE agrees to compensate CONTRACTOR based on a unit hour cost. Unit hour cost is the hourly rate paid to CONTRACTOR for each hour of deployment of ambulances in performance of all obligations and duties under this Agreement. The unit hour cost shall be the same for Advanced Life Support (ALS) Ambulance Transport Services, Surge Protection, and Stand-by/ Special Event Coverage. The unit hour cost shall be \$172.05 per hour.

4. All other terms, conditions, and obligations of the Agreement shall remain in full force and effect. The parties acknowledge and agree that this Amendment is to temporarily provide additional units and hours as described herein due to staffing shortages of the DISTRICT during the term of this Amendment.

**IN WITNESS WHERE OF**, the Parties hereto have executed this Addendum as of the day and year written above.

**Sacramento Metropolitan Fire District**

**American Medical Response West**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dan Haverty

Name: Sean Russell

Title: Interim Fire Chief

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_