



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

Thursday, April 25, 2019 – 6:00 PM

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

Gay Jones  
Board President  
Division 8

Jennifer Sheetz  
Board Vice President  
Division 5

Matt Kelly  
Board Secretary  
Division 7

Cynthia Saylor  
Board Member  
Division 1

Grant Goold  
Board Member  
Division 2

Randy Orzalli  
Board Member  
Division 3

Ted Wood  
Board Member  
Division 4

D'Elman Clark  
Board Member  
Division 6

Jim Barnes  
Board Member  
Division 9

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

### CALL TO ORDER

### PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, April 29<sup>th</sup> at 6:00pm and Tuesday, April 30<sup>th</sup> at 1:00pm on Channel 14; Webcast at [www.sacmetrofire.com](http://www.sacmetrofire.com).

The open session Meetings are also available for viewing on the District website at [www.metrofire.ca.gov](http://www.metrofire.ca.gov).

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

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

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

### CONSENT ITEMS

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

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, APRIL 25, 2019

### CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 5  
**Recommendation:** Approve the Action Summary Minutes for the Board meeting of April 11, 2019.
2. **Surplus Excess Equipment – Vehicle Lift and Wolf Stove** 9  
**Recommendation:** Adopt a resolution authorizing the disposal of surplus equipment.

### PRESENTATION ITEMS

1. **Fill the Boot for Burns – Chief's Challenge Award** \*  
*(Firefighters Burn Institute Executive Director, Mike Daw)*  
**Recommendation:** Receive presentation. No action required.

### ACTION ITEMS

1. **Selection of Special Districts Representative for the Sacramento County Treasury Oversight Committee** 11  
*(Clerk Penilla)*  
**Recommendation:** Vote to elect Amanda Thomas for special districts representative for the Sacramento County Treasury Oversight Committee.
2. **Land Exchange Agreement – City of Rancho Cordova** 13  
*(Economic Development Manager, Jeff Frye)*  
**Recommendation:** Authorize the Fire Chief to execute the agreement for land exchange for Future Fire Station 68.
3. **Notice of Award – RFP 19-05 Future Fire Station 68 - Architecture and Engineering Services** 36  
*(Economic Development Manager, Jeff Frye)*  
**Recommendation:** Authorize the Fire Chief to execute the agreement with the highest rank proposer or second highest ranked proposer.
4. **Ground Emergency Medical Transport Quality Assurance Fee Budget Amendment** 48  
*(Controller, Ron Empedrad)*  
**Recommendation:** Adopt a resolution amending the District's FY 2018/19 General Fund budget reflect the implementation of the GEMT QAF program.

### REPORTS

1. **PRESIDENT'S REPORT**—*(President Jones)*
2. **FIRE CHIEF'S REPORT**—*(Chief Harms)*  
**OPERATIONS' REPORT** – *(Deputy Chief Bridge)*
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**





# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, APRIL 25, 2019

### 4. COMMITTEE AND DELEGATE REPORTS

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

- A. **Executive Committee – (Jones)**  
Next Meeting: TBD
  
- B. **Communications Center JPA – (AC Wagaman)**  
Next Meeting: April 26, 2019 at 9:00 AM  
Location: 3121 Gold Canal Drive  
Rancho Cordova, CA 95670
  
- C. **California Fire & Rescue Training JPA – (DC Shannon)**  
Report Out: April 18, 2019 at 4:00 PM  
Next Meeting: June 20, 2019 at 4:00 PM  
Location: California Exercise Simulation Center (CESC)  
10545 Armstrong Avenue, Suite 320  
Mather, CA 95655
  
- D. **Finance and Audit Committee – (Kelly)**  
Report Out: April 25, 2019 at 5:30 PM  
Next Meeting: May 23, 2019 at 5:30 PM
  
- E. **Policy Committee – (Goold)**  
Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION

#### 1. CONFERENCE WITH LABOR NEGOTIATOR

##### Pursuant to California Government Code Section 54957.6

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522
  
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
  
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
  
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
  
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees



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## REGULAR BOARD MEETING AGENDA

THURSDAY, APRIL 25, 2019

### 2. Public Employee Discipline/Dismissal/Release

Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)

### ADJOURNMENT

#### NEXT BOARD MEETING(S):

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

- Next Board Meeting – May 9, 2019 at 6:00 PM


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

**ANTICIPATED AGENDA ITEMS: TBD**

**Posted on April 22, 2019**

**Melissa Penilla, Clerk of the Board**

\* No written report

\*\*  Separate Attachment

#### DISABILITY INFORMATION:

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





**TODD HARMS**  
Fire Chief

# Sacramento Metropolitan Fire District

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

## ACTION SUMMARY MINUTES – REGULAR MEETING

**BOARD OF DIRECTORS**  
**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
**Thursday, April 11, 2019**  
**10545 Armstrong Avenue – Board Room**  
**Mather, California**

### CALL TO ORDER

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

### PLEDGE TO FLAG

**PUBLIC COMMENT:** None

### CONSENT ITEMS

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

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Board meeting of March 28, 2019.  
**Action:** Approved Action Summary Minutes.
- 2. Surplus Extrication Equipment**  
**Recommendation:** Adopt a resolution authorizing the disposal of surplus extrication equipment.  
**Action:** Adopted Resolution No. 2019-038.

### PRESENTATION ITEMS

- 1. Patient and Crew Reunification (Acting Chief Bridge)**  
**Recommendation:** Receive presentation. No action required.  
**Action:** Presentation received, no action taken.
- 2. Facility Conditions Assessment (Economic Development Manager, Jeff Frye)**  
**Recommendation:** Receive presentation. No action required.  
**Action:** Presentation received, no action taken.

## REPORTS

1. **PRESIDENT'S REPORT:** No report.
2. **FIRE CHIEF'S REPORT:** Acting Chief Bridge reported out for Chief Harms.

### Retirement

Effective 3/31, Battalion Chief Anthony Kastros – 28 years of service

### Reclassification

Effective 4/1, Sherri Martucci was reclassified to Business Applications Analyst in the IT Division

### Recruitment

2019 Battalion Chief Promotional Exam, Final Filing Date amended to May 3<sup>rd</sup> at 4:00pm

### Promotion/Eligibility List

Congratulations to the following personnel who successfully completed the Fire Captain examination and will be promoted on April 16.

Carl Jewell  
TJ Loris  
Nick Mack  
Travis Van Arnum  
James Doyle  
Ryan Ross  
Tyler Smith  
Corey Kuebler  
Jeremy Crawford  
Kyle Senior  
Sean Scollard  
Michael Bonham  
Joel Greenfield  
Kurt Katsuyoshi  
Joshua Larson  
Trevor Gordon  
Dustin McNab  
Caylan Clark

The following personnel also successfully completed the Fire Captain examination and have been placed on the eligibility roster which is scheduled to expire on March 31, 2021.

Ryan Pulis  
Dat Pham  
Vincent Purcell  
Aaron Todd



## Upcoming

FIRE CAMP will be held June 25-28 at Station 21

- Kids ages 11-13
- Cost to attend camp is \$125
- Deadline to apply is May 10
- All information can be found on our website: [metrofire.ca.gov/firecamp](http://metrofire.ca.gov/firecamp)

## OPERATIONS REPORT

Assistant Chief Neville gave the Operations Report letting everyone know as of March 28<sup>th</sup> Metro Fire responded to 3,624 calls, of which 2,800 were EMS related with a transport rate of 73%. He also relayed that there have been 9 structure fires.

The April sessions of the Professional Development Program were held on Tuesday & Wednesday this week. The topic was Driving and EVOC, with hopes of driving down frequency of accidents.

Live Fire training continues at station 52.

Wildland Task-Level is starting as we begin gearing up for fire season. One of two copters from the east coast has been delivered, while the other one is in route.

He finished the operations report by sharing a few photos from a structure fire that took place in the morning. All family members were able to escape without injury, and what is interesting about that is all family members are deaf. A neighbor saw the garage on fire, broke down the front door, and rescued the family. We will be looking to recognize that neighbor during a future Board Meeting.

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

Captain Joel Roberts, Director for Local 522, reported out for Trevor Jamison. He congratulated the Captains who were promoted, and wishes them the best of luck! He thanked everyone who participated in the dedication at Station 101, especially George Gravin and Brenda Briggs. Jim Saunders' wife and family were very appreciative. He reminded the Board that Local 522 has been at the negotiations table for a full year, he thanked the Board for their support as labor remains committed to the process.

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

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

#### **A. Executive Committee – (Jones)**

Next Meeting: TBD

#### **B. Communications Center JPA – (AC Wagaman)**

Next Meeting: April 23, 2019 at 9:00 AM

Location: 3121 Gold Canal Drive  
Rancho Cordova, CA 95670

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

Next Meeting: April 18, 2019 at 4:00 PM

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

- D. **Finance and Audit Committee – (Kelly)**  
Next Meeting: April 25, 2019 at 5:30 PM
  
- E. **Policy Committee – (Goold)**  
Next Meeting: TBD

**BOARD MEMBER QUESTIONS AND COMMENTS**

Director Saylor congratulated the Captains who were successful in the promotional exam. She is excited for her first Fire Camp, and looks forward to seeing what the camp entails.

Director Goold thanked staff for their reports, especially Jeff Frye for the Facilities Conditions Assessment, it will be a great tool to use during Strategic Planning. He would like to see Fire Camp get the support of a major sponsor from the Sacramento area.

Director Orzalli thanked Jeff Frye for the enormously valuable Facilities Condition Assessment!

Director Wood thanked Mr. White for reaching out and coming to the Board Meeting to talk about the service he received. He reminded everyone about the Tropical Affair on June 22<sup>nd</sup>, and hopes to have 100% participation from the Board Members.

Director Clark thanked Jeff Frye for the presentation and congratulated the newly eligible Captains.

Director Kelly thanked Mr. Frye for his presentation. He is a proud member of the high performing team that is Metro Fire.

Director Sheetz thanked everyone for their presentations. She wished Chief Kastros a long retirement, and congratulated everyone who will be promoted.

Director Jones reiterates everything that has already been said, including the importance of the Facilities Condition Assessment, congratulations to the promotees, and thanks to Mr. White for coming to the Board with his heartfelt thanks.

**ADJOURNMENT**

The meeting was adjourned at 6:48 pm

\_\_\_\_\_  
Gay Jones, President

\_\_\_\_\_  
Matt Kelly, Secretary

\_\_\_\_\_  
Melissa Penilla, Board Clerk





# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** April 25, 2019  
**TO:** Board of Directors  
**SUBJECT:** Surplus Excess Equipment

## BACKGROUND

Seeking Board approval to surplus excess equipment.

## DISCUSSION

Staff is seeking approval to dispose of an Omer vehicle lift and a Wolf stove that are no longer functional or needed by the District.

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL METHOD DISPOSAL DATE		
3524	02/28/03	\$ 23,274	Omer Vega 36 vehicle lift	9602011001	Gov Deals Auction 05/01/19	\$ 500	501449
4159	02/01/08	\$ 8,575	Wolf 6-burner	None	Gov Deals Auction 05/01/19	\$ 100	501704

## FISCAL IMPACT

The excess equipment will be sold at auction. The funds received from the auction will be added to the District's General Fund.

## RECOMMENDATION

Staff recommends the Board adopt the attached Resolution to dispose the listed excess equipment.

Submitted by:

*Shea Pursell*

Shea Pursell  
Fleet Manager

Approved by:

*Brian Shannon*

Brian Shannon  
Deputy Chief, Support Services



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

## RESOLUTION NO. 2019-\_\_

### BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT County of Sacramento, State of California

#### A RESOLUTION TO RETIRE CAPITAL ASSETS

**WHEREAS**, the Board of Directors approves the purchases of equipment by the adoption of the budget; and

**WHEREAS**, the District has purchased numerous pieces of equipment over the past several years; and

**WHEREAS**, the District inventoried all capital asset equipment in June, 2019; and

**WHEREAS**, the District recognizes the need to remove excess equipment that is no longer functional or needed by the District.

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

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED	FAIR MARKET VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL METHOD DISPOSAL DATE		
3524	02/28/03	\$ 23,274	Omer Vega 36 vehicle lift	9602011001	Gov Deals Auction 05/01/19	\$ 500	501449
4159	02/01/08	\$ 8,575	Wolf 6-burner	None	Gov Deals Auction 05/01/19	\$ 100	501704

**PASSED AND APPROVED** this 25<sup>th</sup> day of April, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

#### SACRAMENTO METROPOLITAN FIRE DISTRICT

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

Attested by:

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





**COUNTY OF SACRAMENTO**  
**TREASURY OVERSIGHT COMMITTEE**  
**SPECIAL DISTRICT REPRESENTATIVE ELECTION**  
**2018 BALLOT**

*Below is the candidate nominated for the Special District Representative of the Sacramento County Treasury Oversight Committee. In accordance with Government Code section 27132(f), and as outlined in the February 25, 2019, letter sent to Special District Pooled Investment Fund Participant Board Chairs, please cast your district's vote for the Special District Representative by marking the box next to a candidate listed below. A candidate statement is enclosed to assist your governing body in the selection process.*

- Amanda Thomas  
Sacramento Metropolitan Fire District

*Return this ballot in the enclosed self-addressed envelope to:*

**Investment Division  
Department of Finance  
County of Sacramento  
PO Box 1703  
Sacramento, CA 95814**

*Ballots must be received at the Department of Finance no later than May 24, 2019.*

*If you have any questions regarding the election process, please contact Dave Matuskey at the Department of Finance at (916) 874-4251.*

**CANDIDATE STATEMENT FOR AMANDA THOMAS  
COUNTY OF SACRAMENTO TREASURY OVERSIGHT COMMITTEE**

I would be honored to represent special districts on the Sacramento County Treasury Oversight Committee. With 20 years of experience in the field of public finance, including serving as the senior finance executive at both the Sacramento Metropolitan Fire District and the Sacramento County Department of Airports, I feel I am well qualified to serve in this role. Additionally, I meet all of the criteria specified on the Treasury Oversight Committee Fact Sheet. I understand that the duties of the committee include review of the Investment Policy of the Pooled Investment Fund, quarterly review of investments, and to cause an audit of the portfolio; and I'm prepared to help see that those duties are carried out successfully. Thank you for your consideration of my candidacy.





# Sacramento Metropolitan Fire District

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**TODD HARMS**  
Fire Chief

**DATE:** April 25, 2019  
**TO:** Board of Directors  
**SUBJECT:** Land Exchange Agreement – City of Rancho Cordova

## BACKGROUND

In 2005, the District negotiated a \$1.1 million purchase of a fire station site located on Anatolia Drive in Rancho Cordova with AKT Development Corporation. Temporary fire station facilities were installed adjacent to the site and are currently operational (Station 68). Subsequent to the purchase of the site, the District determined that the site had operational limitations, especially as it pertained to response times, and that it was in the best interest of the District to build the permanent fire station at an alternate site (Future Fire Station 68).

In 2012, the District worked with the City of Rancho Cordova (City) and developer Montelena Douglas, LLC, to dedicate a site for a fire station, which was memorialized in an amendment (dated 6/18/12) to their existing development agreement. The amendment included the dedication of an approximate 2-acre parcel of land that the City was free to exchange for a fire station site. In 2013, the District retained Citygate Associates to complete a deployment study in order to identify the best location for Future Fire Station 68. The deployment study revealed that a location near Douglas Road and Rancho Cordova Parkway would best meet the District's operational needs and response time standards.

## DISCUSSION

Development has now progressed in the area and a significant amount of construction has occurred east of Station 68's 4-minute response zone. This growing activity in the area has triggered the need to complete the land exchange for Future Fire Station 68. The District has re-engaged with the City and the developer to negotiate an agreement between the District and the City that would exchange the District's existing undeveloped site for the District's desired site for Future Fire Station 68. The agreement was drafted by Kronick Moskovitz Tiedemann and Girard on behalf of the District.

## FISCAL IMPACT

There will be no fiscal impact to the District. The value of both properties is considered relatively equal and the agreement authorizes the even exchange of the properties.

## RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute an agreement materially similar to the attached final draft agreement.

Submitted by:

  
\_\_\_\_\_  
Jeff Frye  
Economic Development Manager

  
\_\_\_\_\_  
Erin Castleberry  
Administrative Specialist



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

## RESOLUTION NO. 2019-\_\_\_\_\_

### AUTHORIZING THE EXECUTION OF A LAND EXCHANGE AGREEMENT WITH THE CITY OF RANCHO CORDOVA

**WHEREAS**, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous material response to a population of over 745,000 throughout a 359 square mile area; and

**WHEREAS**, the District is the owner of certain unimproved real property comprised of approximately 2.8 acres of land in the City of Rancho Cordova, County of Sacramento, State of California, APN 067-0430-037-0000 (District Property); and

**WHEREAS**, the City of Rancho Cordova (City) is the owner of certain unimproved real property comprised of approximately 2.37 acres of land in the City of Rancho Cordova, County of Sacramento, State of California, APN 067-1110-026-0000 (City Property); and

**WHEREAS**, under the terms of the Second Amendment to the Development Agreement between the City and the developer, the developer was required to dedicate the City Property to the City for use as a new fire station site, and the City would then exchange the City Property for the District Property; and

**WHEREAS**, The District and the City now desire to exchange all rights, title and interest in the aforementioned properties in order to accomplish the land exchange.

**THEREFORE, BE IT RESOLVED**, that 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 an agreement materially similar to the attached final draft agreement.

**PASSED AND APPROVED** this 25<sup>th</sup> day of April, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

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



## LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 201\_ ("Effective Date"), by and between the **Sacramento Metropolitan Fire District** (the "District"), a public agency duly organized and existing under the laws of the State of California, and the **City of Rancho Cordova**, a California municipal corporation (the "City"). District and City are hereafter referred to individually as a "Party," or collectively, as the "Parties."

### RECITALS

A. The District is the owner of that certain unimproved real property comprised of approximately 2.8 acres of land in the City of Rancho Cordova, County of Sacramento, State of California, APN 067-0430-037-0000, as more particularly described on Exhibit A-1 attached hereto and made a part hereof (the "District Property").

B. The City is the owner of that certain unimproved real property comprised of approximately 2.37 acres of land in the City of Rancho Cordova, County of Sacramento, State of California, as more particularly described on Exhibit A-2 attached hereto and made a part hereof (the "City Property").

C. The City Property was dedicated to the City as required under the terms of the Second Amendment to Development Agreement by and between the City of Rancho Cordova and the developer ("Second Amendment") to fulfil the developer's affordable housing obligations. Under the terms of the Second Amendment, the developer was required to dedicate the City Property to the City for use as a new fire station site, and the City would then exchange the City Property for the District Property which could be used by the City for affordable housing purposes.

D. The developer has dedicated the City Property to the City, and the District now desires to exchange all of the District's rights, title and interest in the District Property for the City Property. The City desires to exchange all of the City's rights, title and interest in the City Property for the District Property. As used herein, the term "Property" means the District Property or the City Property, as the context requires.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, the District and City agree as follows:

### AGREEMENT

1. Land Exchange. District desires to exchange the District Property for the City Property, and City desires to exchange the City Property for the District Property, each upon the terms and conditions set forth in this Agreement. District and City acknowledge and agree that, except for the exchange of each Property and the other terms set forth in this Agreement, no purchase price or other consideration shall be paid to either Party under this Agreement. The Parties agree that the value of each property is relatively equal to each party and therefore adequate consideration for this land exchange.

2. Escrow. Within two (2) business days following the full execution of this Agreement, an Escrow shall be opened with a mutually agreeable escrow/title company



("Escrow Holder"), by the Parties delivering a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.

3. Closing. "Close of Escrow" or "Closing" is the date grant deeds, attached hereto and incorporated herein as **Exhibit B** ("Grant Deed"), which conveys fee title to the Property from the Conveying Party (as hereinafter defined) to the Acquiring Party (as hereinafter defined), is recorded in the Office of the Sacramento County Recorder. "Acquiring Party" means, as the context requires, the District in its capacity as the entity acquiring the City Property and the City in its capacity as the entity acquiring the District Property. As used in this Agreement, "Conveying Party" means, as the context requires, the District in its capacity as the entity conveying the District Property and the City in its capacity as the entity conveying the City Property. Provided all conditions of Closing in Section 7 have been satisfied or waived, and this Agreement has not been previously terminated by the Parties in accordance with the terms of this Agreement, the Close of Escrow shall occur within **fifteen (15) days** after the end of the Feasibility Period, or on such other date as the Parties mutually agree in writing, subject to the terms of this Agreement ("Closing Date").

4. Title. Within five (5) days after the opening of Escrow, Escrow Holder shall provide each Party with a preliminary title report covering the Property (the "Preliminary Report"), along with legible copies of all recorded documents shown as exceptions to title in the Preliminary Report, and a map containing any easement, rights-of-way, license, or other real property rights encumbering the Property to the extent available. The Acquiring Party shall approve or disapprove any exceptions to title shown on its Preliminary Report by notifying the Conveying Party in writing, within fifteen (15) days after receipt by Acquiring Party of the Preliminary Report and copies of the recorded documents; provided that any delinquent taxes or assessments that encumber the Property, any deeds of trust, mortgages, or any other instruments that secure the repayment of funds that encumber the Property, or any judgments, liens or other monetary encumbrances that encumber the Property (collectively the "Monetary Encumbrances") are considered disapproved exceptions and the Conveying Party agrees to remove all Monetary Encumbrances at or before the Closing. Except for the Monetary Encumbrances, Conveying Party shall notify Acquiring Party of whether Conveying Party is willing to remove the items disapproved by Acquiring Party within five (5) days after receipt of Acquiring Party's title objections. If Conveying Party does not agree to remove any one or more of such disapproved exceptions prior to the expiration of said 5-day period, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Conveying Party fails to agree to remove the same within five (5) days after Acquiring Party's notification to Conveying Party of the same, Acquiring Party shall have the choice of: (i) terminating this Agreement and the Escrow, in which event, except for any obligations that expressly survive termination, neither Acquiring Party nor Conveying Party shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the Property exchange called for in this Agreement. The Acquiring Party has the right to object to any title matter which materially adversely affects the Property and arises after the end of the Feasibility Period and prior to the Closing.

5. As-Is Property Condition.

5.1 Each Acquiring Party acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the transfer of the Property is made on an "As Is," "Where Is" condition, and basis with all faults, and that the

Conveying Party has no obligation to make repairs, replacements or improvements to the Property. The terms and conditions set forth herein are the result of arms-length bargaining between entities familiar with transactions of this kind. Each Acquiring Party further acknowledges and agrees that Conveying Party has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to: (a) the value of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Acquiring Party may conduct thereon, including the possibilities for future development of the Property; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (e) the manner, quality, state of repair or lack of repair of the Property; (f) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (g) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (h) the manner or quality of the construction or materials, if any, incorporated into the Property; (i) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements; (j) the presence or absence of Hazardous Materials, as defined in Section 5.4 below, at, on, under or adjacent to the Property; (k) the content, completeness or accuracy of any materials obtained by Acquiring Party in its investigation of the Property, including, without limitation, any title report issued by the Escrow Holder; (l) the conformity of any improvements on the Property, if any, to any plans or specifications of the Property, including any plans and specifications that may have been or may be provided to Acquiring Party; (m) the conformity of the Property to past, current or future applicable zoning or building requirements; (n) deficiency of any drainage; (o) the fact that all or a portion of the Property may be located on or near an earthquake fault line; (p) the land use status of the Property, zoning status, subdivision status under the California Subdivision Map Act or the subdivision ordinances of the City, or the status of any other governmental entitlement; (q) the Property Documents (as defined in Section 6.1), except for the completeness of such Property Documents; or (r) with respect to any other matter.

5.2 Acquiring Party acknowledges that Acquiring Party is conducting its own investigation of the Property, and Acquiring Party is relying solely on such investigations, inspections and evaluations of such Property in making its decision to consummate the transaction contemplated by this Agreement, and not on any information provided or to be provided by Conveying Party. Acquiring Party hereby expressly acknowledges that Acquiring Party shall be solely responsible for determining the status and condition of the Property, including land use, zoning, building and other governmental regulations, and physical, geological and environmental conditions. Conveying Party shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee or any other person.

5.3 Release. Except for a breach by Conveying Party of any of the Conveying Party representations and warranties expressly provided for in this Agreement, Acquiring Party, on behalf of itself and its agents, heirs, successors and assigns, hereby waives, releases, acquits and forever discharges and releases Conveying Party of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Acquiring Party or any of Acquiring Party's heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic, circumstance or condition arising out of or in connection with the

Property (including, without limitation, the items listed in Section 5.1 and 5.2 above), and Acquiring Party specifically waives the provisions of California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**EACH OF DISTRICT AND CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.**

\_\_\_\_\_  
District's Initials

\_\_\_\_\_  
City's Initials

5.4 "Hazardous Materials," means any hazardous or toxic substance, material or waste that is: (i) regulated by any local governmental authority, the State of California or the United States Government; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as "hazardous" or "extremely hazardous" pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

6. Property Inspection and Feasibility Period.

6.1 Property Documents. Within ten (10) days after the Effective Date, each Conveying Party shall provide the Acquiring Party copies of all documents relating to the Property that are in its possession or under its control, including, without limitation, the following: (i) relevant studies, documents, land surveys, soils reports, licenses, permits, maintenance contracts, utility contracts, management contracts, service contracts, warranties, ADA compliance, Field Act compliance, approvals, and other documents and/or contracts pertaining to the Property, together with any amendments or modifications; (ii) any and all information that the Conveying Party has regarding environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to, Phase I and/or Phase II Environmental Assessments, wetlands, protected habitat or species, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property; (iii) copies of leases, easements, licenses or any other agreements that grant any third party rights to use or possess any portion of the Property, and all relative correspondence; (iv)



copies of all grading, infrastructure, utility, or building plans, including any "as-built" drawings; (v) copies of all entitlements, subdivision maps, regulatory approvals, permits, an/or licenses issued or approved by governmental agencies; and (vi) any other documents materially relative to the condition use, development, and/or value of the Property and the Parties' rights and duties under the Agreement (collectively, "Property Documents"). Notwithstanding the foregoing, the Conveying Party shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist.

6.2 Feasibility Period. For a period of sixty (60) days from the Effective Date (the "Feasibility Period"), each Acquiring Party may undertake, at Acquiring Party's expense, inspection and review of the Property, including, but not limited to, inspections, investigations, tests, reports, copies, verifications, assessments, surveys and studies as the Acquiring Party considers reasonably necessary or desirable under the circumstances regarding the Property and its condition, which may include, without limitation, inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals.

6.3 Access. Each Acquiring Party is granted access to the Property from the Effective Date through the end of the Feasibility Period for Acquiring Party, its agents, employees, consultants, or contractors during normal business hours at reasonable times, at Acquiring Party's own cost and risk, to conduct its investigations during normal business hours and at reasonable times. If Acquiring Party does not complete the transfer of the Property, Acquiring Party shall repair any damage to the Property caused by any of its investigations and otherwise restore the Property to substantially the same condition as existed immediately prior to the investigations. Acquiring Party shall indemnify and defend the Conveying Party against and hold the Conveying Party harmless from all losses, costs, damages, liabilities, and expenses arising out of negligent or willful acts by Acquiring Party or its agents, employees, consultants, or contractors on the Property in connection with Acquiring Party's entry onto the Property or any activity thereon prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any negligent or willful act of the Conveying Party or the Conveying Party's agents, employees or contractors; provided however, the foregoing indemnity shall not apply, nor shall Acquiring Party have any other liability to Conveying Party, in the event of Acquiring Party's discovery of, or impact on, any existing physical condition or defect on, under, or otherwise affecting the Property, including without limitation, the discovery by Acquiring Party of any environmental condition, biological condition or other physical condition that may require remediation, governmental disclosure, disclosure to future owners if Acquiring Party does not acquire the Property, or that otherwise may impact the value of the Property. Subject to the foregoing limitation, Acquiring Party's obligation to indemnify and defend the Conveying Party shall survive the Closing or the termination of this Agreement.

6.4 Insurance. Prior to its first entry onto the Property, and at all times thereafter, until Close of Escrow or the termination of this Agreement, Acquiring Party shall maintain commercial general liability insurance covering the activities of Acquiring Party on the Property. Such insurance shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Two Million Dollars (\$2,000,000), shall name the Conveying Party as additional insured, shall be primary and noncontributing with any other insurance



available to Acquiring Party, and shall be issued on an occurrence basis. Prior to any entry on to the Property by Acquiring Party or its agents, employees, consultants, or contractors, Acquiring Party shall furnish the Conveying Party with a certificate of such insurance in form and substance reasonably acceptable to the Conveying Party.

6.5 Termination. At any time prior to the expiration of the Feasibility Period, each Acquiring Party may either give the Conveying Party written notice that the Acquiring Party (i) approves the condition, feasibility and suitability of the Property (a "Notice of Feasibility Approval"), or (ii) disapproves the condition, feasibility or suitability of the Property for any reason or no reason (a "Notice of Feasibility Disapproval"). A Notice of Feasibility Approval must be received by the Conveying Party no later than 5:00 p.m. on the last day of the Feasibility Period (the "Feasibility Deadline"). In the event that Acquiring Party, by the Feasibility Deadline, either delivers a Notice of Feasibility Disapproval, or fails to deliver a Notice of Feasibility Approval, this Agreement shall terminate automatically, and: (i) the Conveying Party and Acquiring Party shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or the Conveying Party in order to cancel this Escrow and release any interest of Acquiring Party in and to the Property; and (ii) Escrow Holder shall return all documents to the Party that deposited the documents. Except for any obligations of Acquiring Party or Conveying Party herein that expressly survive termination of this Agreement, if this Agreement is terminated pursuant to this Section 6.5, neither Party shall have any rights or obligations arising out of this Agreement.

## 7. Conditions of Closing.

7.1 Acquiring Party's Conditions of Closing. The obligations of the Acquiring Party under this Agreement to acquire the Property and accept title from the Conveying Party are subject to the satisfaction of all of the conditions set forth in this Section 7.1. Acquiring Party may waive any or all of such conditions, in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Acquiring Party of any of its rights or remedies if the Conveying Party defaults in the performance of any covenant or agreement to be performed by the Conveying Party under this Agreement or if the Conveying Party breaches any representation or warranty made by the Conveying Party in this Agreement, in which event the Acquiring Party shall have the remedies set forth in Section 11. If any condition set forth in this Section 7.1 is not fully satisfied by the Closing Date (or Feasibility Deadline in the case of Section 7.1.6), then Acquiring Party shall either waive the condition in writing, or be deemed to have terminated this Agreement, and the Acquiring Party shall be released from all obligations to the Conveying Party under this Agreement except for any obligations that expressly survive termination.

7.1.1 Title. At Close of Escrow, the Acquiring Party is conveyed good and marketable title to the Property, subject only to the exceptions approved by the Acquiring Party in accordance with Section 4 herein;

7.1.2 Deliveries into Escrow. Conveying Party delivered into Escrow all documents or instruments required by this Agreement;

7.1.3 Conveying Party's Representations. Conveying Party's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

7.1.4 Conveying Party's Performance. Conveying Party performs all obligations under this Agreement and the related documents executed, or to be executed, by Conveying Party;

7.1.5 Title Policy. Prior to Close of Escrow, the Acquiring Party shall have received evidence that Escrow Holder's title insurer ("Title Company") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a CLTA or ALTA owner's policy of title insurance ("Title Policy"), to be determined by the Acquiring Party prior to Close of Escrow, with the endorsements the Acquiring Party may require, showing title to the Property vested in the Acquiring Party, subject only to the exceptions approved by the Acquiring Party in accordance with Section 4 herein;

7.1.6 Feasibility. Prior to the Feasibility Deadline, the Acquiring Party's delivery of a Notice of Feasibility Approval to Conveying Party and Escrow Holder; and

7.1.7 Escrow Fees. The Conveying Party deposits in Escrow all escrow and title costs and fees apportioned to Conveying Party.

7.2 Conveying Party's Conditions of Closing. The obligations of Conveying Party under this Agreement to close on the transfer and convey the Property to the Acquiring Party are subject to the satisfaction of all of the conditions set forth in this Section 7.2. Conveying Party may waive any or all of such conditions, in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Conveying Party of any of its rights or remedies if the Acquiring Party defaults in the performance of any covenant or agreement to be performed by the Acquiring Party under this Agreement or if the Acquiring Party breaches any representation or warranty made by the Acquiring Party in this Agreement, in which event Conveying Party shall have the remedies set forth in Section 11. If any condition set forth in this Section 7.2 is not fully satisfied or waived in writing by Conveying Party, then Conveying Party shall be released from all obligations to the Acquiring Party under this Agreement, except of any obligations that expressly survive termination.

7.2.1 Escrow Fees. The Acquiring Party deposits in Escrow all escrow and title costs and fees apportioned to Acquiring Party.

7.2.2 Deliveries into Escrow. Acquiring Party delivered into Escrow all documents or instruments required by this Agreement;

7.2.3 Acquiring Party's Representations. Acquiring Party's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow; and

7.2.4 Acquiring Party's Performance. Acquiring Party performs all obligations under this Agreement and the related documents executed, or to be executed, by Acquiring Party.

## 8. Close of Escrow.

8.1 Conveying Party's Deposits. On or before the Close of Escrow, Conveying Party shall deposit with Escrow Holder the following:

8.1.1 Grant Deed for Property. An original executed and acknowledged Grant Deed conveying the Property to Acquiring Party; and

8.1.2 Closing Costs. Funds in the amount necessary to pay Conveying Party's share of closing costs, as set forth in Section 8.3; and

8.1.3 Additional Documents. Any other documents or funds required by Escrow Holder from Conveying Party for the Close of Escrow in accordance with this Agreement.

8.2 Acquiring Party's Deposits. On or before the Close of Escrow, Acquiring Party shall deposit with Escrow Holder the following:

8.2.1 Closing Costs. Funds in the amount necessary to pay Acquiring Party's share of closing costs, as set forth in Section 8.3; and

8.2.2 Additional Documents. Any other documents or funds required of Acquiring Party to close Escrow in accordance with this Agreement.

8.3 Closing Costs and Fees. Each Conveying Party shall pay the basic CLTA title premium for the Owner's Policy, and any State or County transfer taxes with respect to the Property conveyed by the Conveying Party. Each Acquiring Party shall pay the additional costs for an ALTA Title Policy endorsements to the Owner's Policy if requested by such Acquiring Party. The Acquiring Party and Conveying Party shall each pay one-half (1/2) the Escrow Holder's fees and other recording charges. Any miscellaneous costs shall be borne by the Parties according to custom in Sacramento County. All other taxes, assessments, utility charges, and any other charges and credits with respect to the Property shall be prorated as of the Close of Escrow (with Conveying Party to be responsible for the costs and changes which accrue prior to the Close of Escrow and Acquiring Party to be responsible for those costs and changes which accrue after the Close of Escrow).

8.4 At Close of Escrow, Escrow Holder shall:

8.4.1 Record the Grant Deeds with the Sacramento County Recorder; and

8.4.2 Issue the Title Policies.

9. Representations and Warranties of Conveying Party. Each Conveying Party hereby represents and warrants to each Acquiring Party that:

9.1 Authority of Conveying Party. Conveying Party is duly organized and validly existing and in good standing under the laws of the State of California and has the authority to own and convey the Property. This Agreement and all documents executed by Conveying Party which are to be delivered to Acquiring Party at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Conveying Party. Conveying Party has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

9.2 Enforceability. This Agreement and all documents required to be executed by Conveying Party are and shall be valid, legally binding obligations of and enforceable against Conveying Party in accordance with their terms and the execution and performance of this Agreement will not constitute a breach or violation of any other agreement of Conveying Party.

9.3 No Rights Granted. Except for the rights of Acquiring Party under this Agreement, Conveying Party has not granted any options or rights of first refusal to purchase or transfer the Property to any person or entity, and has not granted or entered into any unrecorded leases, easements, licenses, encroachment rights, rights of entry or other rights to use or occupy any portion of the Property with any person or entity.

9.4 Hazardous Materials. To the best of Conveying Party's actual knowledge, except as otherwise as may be disclosed by the Property Documents, (i) there has been no production, storage or disposal at the Property of any Hazardous Materials by Conveying Party or by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during or prior to Conveying Party's ownership of the Property; (iii) Conveying Party has not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property.

10. Representations and Warranties of Acquiring Party. Each Acquiring Party hereby represents and warrants to each Conveying Party that:

10.1 Acquiring Party's Authority. Acquiring Party is duly organized and validly existing and in good standing under the laws of the State of California and has the authority to own and acquire the Property. This Agreement and all documents executed by Acquiring Party which are to be delivered to Conveying Party at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Acquiring Party. Acquiring Party has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

10.2 Enforceability. This Agreement and all documents required to be executed by Acquiring Party are and shall be valid, legally binding obligations of and enforceable against Acquiring Party in accordance with their terms and the execution and performance of this Agreement will not constitute a breach or violation of any other agreement of Acquiring Party.

11. Default, Remedies and Termination.

11.1 Default by District. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the default of District, then in such event City shall give District written notice of the default (sending a copy of the notice to the Escrow Holder). If the default is not cured by District within ten (10) days after the date of the notice, City may elect, as its sole and exclusive remedy, to (i) terminate this Agreement and in such event District shall not have any liability whatsoever to City hereunder other than with respect to any obligations surviving termination hereunder, or (ii) enforce specific performance of District's obligation to convey the District Property. City shall be deemed to have elected to terminate this Agreement (as provided in subsection (i) above) if City fails to deliver to District written notice of its intent to file a cause of action for specific performance against District on or before fourteen (14) days after written notice of termination from District or fourteen (14) days after the scheduled Closing Date, whichever shall occur first, or having given District notice, fails to file a lawsuit asserting such cause of action within sixty (60) days after the scheduled Closing Date. Notwithstanding the foregoing, nothing contained herein shall limit City's remedies at law or in equity, as to any obligations surviving termination hereunder.



11.2 Default by City. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the default of City, then in such event District shall give City written notice of the default (sending a copy of the notice to the Escrow Holder). If the default is not cured by City within ten (10) days after the date of the notice, District may elect, as its sole and exclusive remedy, to (i) terminate this Agreement and in such event City shall not have any liability whatsoever to District hereunder other than with respect to any obligations surviving termination hereunder, or (ii) enforce specific performance of City's obligation to convey the City Property. District shall be deemed to have elected to terminate this Agreement (as provided in subsection (i) above) if District fails to deliver to City written notice of its intent to file a cause of action for specific performance against City on or before fourteen (14) days after written notice of termination from City or fourteen (14) days after the scheduled Closing Date, whichever shall occur first, or having given City notice, fails to file a lawsuit asserting such cause of action within sixty (60) days after the scheduled Closing Date. Notwithstanding the foregoing, nothing contained herein shall limit District's remedies at law or in equity, as to any obligations surviving termination hereunder.

12. Brokers' Fees. The Parties each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Acquiring Party or Conveying Party with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the Party through which the broker or finder makes such claim shall indemnify, defend and hold the other Party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified Party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

13. Attorneys' Fees. Should any litigation be commenced between the Parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento.

15. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered and received by the receiving Party (a) upon receipt when hand delivered, (b) upon receipt when sent by email to the address set forth below (with written confirmation of receipt from the sender), (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that, the sending Party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

If to District:	Sacramento Metropolitan Fire District, 10545 Armstrong Ave, Suite 200
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Mather, CA 95655  
Attn: Economic Development Manager  
Email: frye.jeff@metrofire.ca.gov

If to City: City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A Party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section, by delivering to the other Party written notice in the manner set forth above.

16. Assignment. No Party may assign this Agreement without the prior written consent of the other Party which may be withheld in each Party's sole discretion.

17. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the Parties, and this Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

19. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

20. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

21. Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

22. Time of the Essence. Time is of the essence in this Agreement.

23. Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective successors.

24. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies.

25. Further Assurances. The Parties agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of this Agreement.

26. Joint Drafting. The Parties acknowledge that this Agreement was negotiated at arm's length, that independent counsel has represented each Party and that this Agreement has been drafted by both Parties, and no one Party shall be construed as the draftsman.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

*(Signatures on Next Page)*

The Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

**Sacramento Metropolitan Fire District,**  
a public agency duly organized and  
existing under the laws of the  
State of California

By: \_\_\_\_\_  
Name: Todd Harms  
Its: Fire Chief

CITY:

**City of Rancho Cordova,**  
a California municipal corporation

By: \_\_\_\_\_  
Name: Cyrus Abhar  
Its: City Manager



**Exhibit A-1**

(Legal Description of District Property)

**Exhibit A-2**

(Legal Description of City Property)

**Exhibit B**

(See Attached Form of Grant Deed)

**NO FEE DOCUMENT**  
**Government Code § 6103 & § 27383**

**Recording Requested By and  
When Recorded, Mail This Document  
and Tax Statements To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SPACE ABOVE FOR RECORDER'S USE)

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**GRANT DEED**

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THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

\_\_\_\_\_, a \_\_\_\_\_, the Grantor hereby

**GRANT(s) to**

\_\_\_\_\_, a \_\_\_\_\_, the Grantee,

the following described real property located in the City of Rancho Cordova, County of Sacramento, State of California (the "Property"):

[See **Exhibit A** attached hereto]

Dated: \_\_\_\_\_, 201\_\_.

GRANTOR:

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed, dated \_\_\_\_\_, 201\_, from \_\_\_\_\_, a \_\_\_\_\_, to \_\_\_\_\_, a \_\_\_\_\_, is hereby accepted by the undersigned officer or agent on behalf of \_\_\_\_\_ pursuant to authority conferred by Resolution \_\_\_\_\_ adopted \_\_\_\_\_, 201\_ by the \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 201\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A to Grant Deed**

(Legal Description of Property)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_        )

On \_\_\_\_\_, 201\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)







# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** April 25, 2019  
**TO:** Board of Directors  
**SUBJECT:** Notice of Award – RFP 19-05 Future Fire Station 68 Architecture and Engineering

## BACKGROUND

In 2005, the District purchased property located on Anatolia Drive for the construction of a fire station (Future Fire Station 68), but subsequently determined that the site had operational limitations, especially as it pertained to response times. Since then, the District identified a more appropriate site and has recently negotiated a land exchange agreement with the City of Rancho Cordova for the desired site. Development has now progressed in the area and a significant amount of construction has occurred east of existing Station 68's 4-minute response zone. This growing activity in the area has triggered the need for the design and construction of Future Fire Station 68 at the new site.

## DISCUSSION

Staff issued Request for Proposal (RFP) 19-05 Future Fire Station 68 Architecture and Engineering Services on March 15, 2019 to the firms included on the District's existing multiple award schedule. A public proposal opening was conducted on April 5, 2019 and all 5 firms on the pre-qualified list submitted proposals. The Evaluation Committee reviewed and scored all proposals and conducted interviews with the 2 highest scoring proposers. Final weighted scores for all proposals are as follows:

MFDB Architects (Score: 38.4)  
LCA Architects (Score: 34.9)  
Jeff Katz Architecture (Score: 25.05)

RRM Design Group (Score: 22.45)  
HMC Architects (Score: 21.15)

Staff has begun negotiations with the highest ranked proposer. If an agreement cannot be reached within 15 days, staff will initiate negotiations with the next highest ranking proposer.

## FISCAL IMPACT

The anticipated cost for the highest ranked proposal is \$603,585, and \$637,250 for the second highest ranked proposal. Sufficient funds have been budgeted in both the FY18/19 Mid-Year Budget and FY19/20 Preliminary Budget, per the anticipated project schedule.

## RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute an agreement materially similar to the draft attached with the highest ranked proposer or second highest ranked proposer, should an agreement not be reached with the former.

Submitted by:

  
Erin Castleberry  
Administrative Specialist

  
Jeff Frye  
Economic Development Manager



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO. 2019-\_\_\_\_\_

### **AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES FOR FUTURE FIRE STATION 68**

**WHEREAS**, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous material response to a population of over 745,000 throughout a 359 square mile area; and

**WHEREAS**, the District has negotiated a land exchange agreement with the City of Rancho Cordova for a fire station site on certain unimproved real property comprised of approximately 2.37 acres of land in the City of Rancho Cordova, County of Sacramento, State of California, APN 067-1110-026-0000 (Site); and

**WHEREAS**, the progression of development and construction activity in the east Rancho Cordova area has triggered the need for the design and construction of Future Fire Station 68 on the Site in order for the District to meet response time standards; and

**WHEREAS**, the District conducted a competitive proposal process for architecture and engineering services with those firms pre-qualified on the District's existing Multiple Award Schedule.

**THEREFORE, BE IT RESOLVED**, that 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 an agreement materially similar to the attached draft agreement with the highest ranked proposer or second highest ranked proposer in such instance that an agreement cannot be reached with the former.

**PASSED AND APPROVED** this 25<sup>th</sup> day of April, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

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



## Sacramento Metropolitan Fire District Professional Services Agreement

This Agreement, dated as of **DATE**, is by and between the Sacramento Metropolitan Fire District (“DISTRICT”), and **FIRM NAME** (“DESIGN CONTRACTOR”) are hereinafter collectively referred to as the “Parties”. The Agreement will be effective upon final execution by all parties.

### RECITALS

**WHEREAS**, the DISTRICT intends to build a new fire station in Rancho Cordova, California; and

**WHEREAS**, the DISTRICT desires to obtain the services of **FIRM NAME**, as more fully described in Exhibits A and B here to, “Definition of Services”; and

**WHEREAS**, DESIGN CONTRACTOR is professionally qualified to provide such services and is willing to provide them to DISTRICT on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follow;

1. **HEADINGS**

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

2. **EXHIBITS**

Exhibits A, B, and C are attached hereto and included by reference.

3. **SCOPE OF SERVICES**

DESIGN CONTRACTOR agrees to perform all services described in Exhibit A and B, for payment pursuant to Exhibit C, in accordance with the terms and conditions of this Agreement and those described in Exhibit A.

4. **TERM**

The term of this Agreement shall be **TERM** from the date of final execution of the Agreement by the Parties. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect for one (1) year after the expiration of this Agreement.

5. **PAYMENT**

For service performed in accordance with the Agreement, payments will be made and payment shall be made to DESIGN CONTRACTOR as provided in Exhibit C hereto.

6. **INDEPENDENT CONTRACTOR**

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

DESIGN CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

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

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

DESIGN CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which DESIGN CONTRACTOR is engaged in the geographical area in which the DESIGN CONTRACTOR practices its profession.

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

**7. INDEMNIFICATION**

To the fullest extent permitted by law, DESIGN CONTRACTOR shall release, hold harmless, defend and indemnify the DISTRICT, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, to the extent arising out of or resulting from the negligent performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, to the extent arising out of or in any way connected with the negligent performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving DESIGN CONTRACTOR of any obligation hereunder.



**8. INSURANCE**

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

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

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

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

DESIGN CONTRACTOR shall promptly forward all insurance documents to the District.

**9. CONFORMITY WITH LAW AND SAFETY**

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

**10. TAXES**

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

**11. OWNERSHIP OF DOCUMENTS**

DESIGN CONTRACTOR hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents {including computerized or electronic

copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the DESIGN CONTRACTOR, the DESIGN CONTRACTOR's sub-contractors, or third parties at the request of the DESIGN CONTRACTOR (collectively, "Documents and Materials").

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

DESIGN CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, DESIGN CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royalty-free license to retain and use said Documents and Materials. The rights of the DISTRICT under this Section shall apply regardless of the degree of completion of the Documents and Materials and whether or not DESIGN CONTRACTOR's services as set forth in Exhibit A to this Agreement have been fully performed or paid for. The DISTRICT agrees to indemnify and hold DESIGN CONTRACTOR harmless from any claim arising out of use of partially completed documents or re-use of the documents for other than this project.

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

**12. ACCESS AND RETENTION OF RECORDS**

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

**13. CONFLICT OF INTEREST**

DESIGN CONTRACTOR covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the DISTRICT, as determined in the reasonable judgment of the Board of Directors of the DISTRICT. Entering into this agreement does not preclude DESIGN CONTRACTOR from working for others as long as DESIGN CONTRACTOR ensures that such work does not constitute a conflict of interest.

**14. CONFIDENTIALITY**

DESIGN CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. DESIGN CONTRACTOR agrees to immediately notify the DISTRICT if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest

and future service provisions and limitations shall remain fully effective for five (5) years after DESIGN CONTRACTOR's termination of services to the DISTRICT hereunder.

**15. USE OF DISTRICT PROPERTY**

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

**16. TERMINATION**

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

**17. ASSURANCE OF PERFORMANCE**

If at any time DISTRICT believes DESIGN CONTRACTOR may not be adequately performing its obligations under this Agreement or that DESIGN CONTRACTOR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from DESIGN CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in DESIGN CONTRACTOR's performance. DESIGN CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of his receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. DESIGN CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 16 of this Agreement.

**18. CHOICE OF LAW**

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

**19. ENTIRE AGREEMENT**

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

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

20. **MODIFICATION OF AGREEMENT**

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

21. **SEVERABILITY**

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

22. **SUCCESSORS AND ASSIGNS**

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

23. **NOTICES**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Attn: Erin Castleberry, Administrative Specialist  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To: DESIGN CONTRACTOR: FIRM NAME  
CONTACT INFO



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

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

**24. SIGNATORIES**

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

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

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

**DESIGN CONTRACTOR**

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

Signature

Name: Brian Shannon

Title: Deputy Chief

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

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

Signature

Name: TBD

Title: TBD

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

**EXHIBIT A**  
**RFP 19-XX: Architecture and Engineering Services**

**INSERT RFP 19-XX**

**EXHIBIT B**  
**Response to RFP 19-XX**

INSERT DESIGN CONTRACTOR'S RESPONSE TO RFP 19-XX

**EXHIBIT C  
Payment Terms**

**A. MILESTONES AND DELIVERY SCHEDULE**

Description	Approval Required	Delivery Date
TBD	Yes	TBD
TBD	Yes	TBD
TBD	Yes	TBD

**B. PAYMENT**

The total fee for services shall not exceed **\$XXX US Dollars**. Payment will be made on a percentage completed basis as to each milestone and delivery schedule. Invoices for payment will be provided to the DISTRICT on not less than a monthly basis, and shall specify the percentage of completion as to each milestone that is subject to the invoice.





# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** April 25, 2019  
**TO:** Board of Directors  
**SUBJECT:** Budget Amendment – Ground Emergency Medical Transport Quality Assurance Fee

## TOPIC

Implementation of a new supplemental reimbursement program for Medi-Cal ambulance transports requires an amendment to the FY 2018/19 General Fund budget.

## DISCUSSION

In March 2019, the California Department of Health Care Services (DHCS) announced federal approval of a California State Plan Amendment (SPA) implementing a one-year Quality Assurance Fee (QAF) program and reimbursement add-on for Ground Emergency Medical Transports (GEMT) effective from July 1, 2018 to June 30, 2019.

Under the approved FY 2018/19 QAF program, each emergency medical transport provided by each GEMT provider in the State is subject to a QAF rate of \$25.23 payable to DHCS. As a GEMT provider, the District is required to make these payments. The QAF collected by DHCS will be used to increase reimbursement to GEMT providers by application of a \$220.80 reimbursement rate add-on to the Medi-Cal transport payment.

DHCS will post notice of the QAF and rate add-on by June 15<sup>th</sup> of each year should the GEMT QAF program be extended into subsequent fiscal years.

## FISCAL IMPACT

The District's estimated QAF rate payments to DHCS for FY 2018/19 are \$1.4 million. Associated estimated add-on reimbursement revenue for FY 2018/19 Medi-Cal transports is \$3.6 million, for net FY 2018/19 funding of \$2.2 million.

## RECOMMENDATION

Staff recommends approval of the attached resolution amending the District's FY 2018/19 General Fund budget to reflect implementation of the GEMT QAF Program.

Submitted By:



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Amanda Thomas  
Chief Financial Officer

Approved By:



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Todd Harms  
Fire Chief



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

**RESOLUTION NO. 2019-\_\_\_\_\_**  
**BEFORE THE GOVERNING BOARD OF**  
**THE SACRAMENTO METROPOLITAN FIRE DISTRICT**  
**County of Sacramento, State of California**

**RESOLUTION AMENDING THE MID-YEAR BUDGET**  
**FOR THE GENERAL OPERATING FUND 212A FOR**  
**FISCAL YEAR 2018/2019**

**WHEREAS**, on March 14, 2019, the Sacramento Metropolitan Fire District adopted the Mid-year Budget for the General Operating Fund 212A; and

**WHEREAS**, subsequent to the adoption of the Mid-Year budget, the District was notified of federal approval of the Ground Emergency Medical Transport Quality Assurance Fee (GEMT QAF) program effective from July 1, 2018 to June 30, 2019; and

**WHEREAS**, under the GEMT QAF program, the QAF is assessed on each emergency medical transport provided by the District; and

**WHEREAS**, QAF assessments required to be paid to the State by the District for FY 2018/19 are estimated to total \$1,400,000; and

**WHEREAS**, under the GEMT QAF program, the District expects to receive an estimated \$3,600,000 in reimbursement rate add-on revenue for Medi-Cal transports provided during FY 2018/19;

**THEREFORE, IT IS HEREBY RESOLVED** in accordance with Section 13890 of the Health and Safety Code, the Mid-year Budget for General Operating Fund 212A for the Fiscal Year 2018/2019 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT	ACCOUNT CATEGORY	AMOUNT TO INCREASE/ (DECREASE)
30	212A	2129212	2129212000	30345000	TAXES, LICENSES & ASSESSMENTS	\$1,400,000
Net Increase in Budgetary Requirement						<u>\$1,400,000</u>

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

**PASSED AND APPROVED** this 25<sup>h</sup> day of April 2019, 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