



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, September 23, 2021 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California

&

Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 889 5771 1227#

Passcode: 406 350 941#

Matt Kelly  
Board President  
Division 7

Cynthia Saylor  
Board Vice President  
Division 1

D'Elman Clark  
Board Secretary  
Division 6

Grant Goold  
Board Member  
Division 2

Randy Orzalli  
Board Member  
Division 3

Ted Wood  
Board Member  
Division 4

Jennifer Sheetz  
Board Member  
Division 5

Gay Jones  
Board Member  
Division 8

Walt White  
Board Member  
Division 9

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

On June 11, 2021, the Governor issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as set the framework for a gradual, risk-based reopening of the economy. Given the new framework and to facilitate this process, the meeting of the Board will be available in person and via Zoom at the location and phone number listed above. The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. **If you prefer viewing the meeting via the Zoom Application, please contact Interim Board Clerk Dehoney via email at the address listed below.**

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

Michelle Dehoney  
Interim Board Clerk  
(916) 859-4305

[dehoney.michelle@metrofire.ca.gov](mailto:dehoney.michelle@metrofire.ca.gov)

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



# Sacramento Metropolitan Fire District

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

## REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 23, 2021

### CALL TO ORDER

### ROLL CALL

### PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, September 26<sup>th</sup> at 9:00 am and Monday, September 27<sup>th</sup> at 6:00 pm on Channel 14; Webcast at [metro14live.saccounty.net](http://metro14live.saccounty.net).

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

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

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

### CONSENT ITEMS

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

### CONSENT ITEMS

- |   | <u>Page No.</u> |
|---|-----------------|
| 1. <b>Action Summary Minutes</b><br><b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board meeting of September 9, 2021.   | <b>5</b>        |
| 2. <b>Notice of Award - RFB 21-03 Emergency Standby Generator System(s)</b><br><b>Recommendation:</b> Approve the contract award to Ample Electric Inc. and authorize the Fire Chief to execute the agreement in accordance with RFB 21-03. | <b>11</b>       |
| 3. <b>EMS Supplies Agreement – Life Assist, Inc.</b><br><b>Recommendation:</b> Approve the EMS Supplies Agreement between Metro Fire and Life Assist, Inc.  | <b>40</b>       |





# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 23, 2021

## ACTION ITEMS

1. **Sacramento Mobile Integrated Healthcare (MIH) Pilot Project** 46  
(Captain Scott Perryman and CFO Dave O'Toole)  
**Recommendation:**
  - a. Adopt a Resolution which authorizes the Fire Chief to execute the Memorandums of Understanding by and between the Hospital Council and Sacramento Metropolitan Fire District and Sutter Valley Hospital and Sacramento Metropolitan Fire District for the MIH Pilot Program
  - b. Adopt a Resolution amending the final budget for the General Operating Fund 212A for FY2021/22.
  - c. Adopt a Resolution amending the final budget for the Grants Fund 212G for FY2021/22.
  
2. **FY2020 Assistance to Firefighters Grant Award Acceptance** 75  
(Erin Castleberry, Administrative Specialist)  
**Recommendation:** Adopt the grant acceptance resolution for the monitor/defibrillator replacement project, and budget amendment resolutions.
  
3. **FY2020 Staffing for Adequate Fire and Emergency Grant Award Acceptance** 79  
(Erin Castleberry, Administrative Specialist)  
**Recommendation:** Adopt the grant acceptance resolution for the funding of 21 firefighter positions for a period of 3 years, and budget amendment resolutions.

## REPORTS

1. **PRESIDENT'S REPORT**—(President Kelly)
  
2. **FIRE CHIEF'S REPORT**—(Chief Harms)  
**OPERATIONS' REPORT** – (DC Mitchell)
  
3. **GENERAL COUNSEL REPORT** (General Counsel John Lavra)
  
4. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
  
5. **COMMITTEE AND DELEGATE REPORTS**  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. **Executive Committee** – (President Kelly)  
Next Meeting: TBD
  
  - B. **Communications Center JPA** – (DC Wagaman)  
Report Out: September 14, 2021 at 9:00 AM  
Next Meeting: October 12, 2021 at 9:00 AM
  
  - C. **California Fire & Rescue Training JPA** – (Chief Harms)  
Next Meeting: September 24, 2021 at 4:00 PM  
Location: 3121 Gold Canal Drive  
Mather, CA 95670



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 23, 2021

- D. **Finance and Audit Committee – (Director Orzalli)**  
Next Meeting: October 28, 2021 at 5:30 PM
- E. **Policy Committee – (Director Gould)**  
Next Meeting: TBD
- F. **Redistricting Ad Hoc Committee – (Vice President Saylor)**  
Report Out: September 21, 2021 at 4:00 PM  
Location: Remotely Via Zoom  
Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS

## ADJOURNMENT

### NEXT BOARD MEETING(S):

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

- Next Board Meeting – October 14, 2021 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 September 20, 2021**

**Michelle Dehoney, Interim Clerk of the Board**

\* No written report

\*\*  Separate Attachment

### DISABILITY INFORMATION:

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





# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, September 9, 2021

Held at the following locations:

10545 Armstrong Avenue – Board Room  
Mather, California  
&  
Remotely Via Zoom

#### CALL TO ORDER

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


**PUBLIC COMMENT:** None

#### CONSENT ITEMS

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

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of August 26, 2021.  
**Action:** Approved Action Summary Minutes.
- 2. Resolution Adopting the FY 2021/22 Appropriations Limit Schedule**  
**Recommendation:** Adopt a Resolution establishing an appropriation (Gann) limit Fiscal Year 2021/22.  
**Action:** Adopted Resolution No. 2021-081.
- 3. Purchase Approval – Three BME Type V Engines**  
**Recommendation:** Approve the purchase of three BME Type V Engines from Boise Medical Equipment in the amount of \$608,929.65.  
**Action:** Approved purchase in the not to exceed amount of \$608,929.65.
- 4. Purchase Approval – Three Pierce Type 1 Engines**  
**Recommendation:** Approve the purchase of three Pierce Type 1 Engines from Golden State Fire Apparatus in the amount of \$2,269,465.83.  
**Action:** Approved purchase in the not to exceed amount of \$2,269,465.83.
- 5. Purchase Approval – One Pierce 107' Ladder Truck**  
**Recommendation:** Approve the purchase of one 2021 Pierce 107' Ladder Truck from Golden State Fire Apparatus in the amount of \$1,296,599.01.  
**Action:** Approved purchase in the not to exceed amount of \$1,296,599.01.

#### ACTION ITEMS

- 1. Fiscal Year 2021/22 Final Budget (Interim CFO Ken Campo)**  
\*\*  Separate Attachment  
A. Resolution – 2021/22 Final Budget for the General Operating Fund 212A

- B. Resolution – 2021/22 Final Budget for the Capital Facilities Fund 212D
- C. Resolution – 2021/22 Final Budget for the Grants Fund 212G
- D. Resolution – 2021/22 Final Budget for the Development Impact Fees Fund 212I
- E. Resolution – 2021/22 Final Budget for the Leased Properties Fund 212L
- F. Resolution – 2021/22 Final Budget for the IGT Fund 212M

**Recommendation:** Receive Presentation/Adopt FY 2021/22 Final Budget Resolutions.

**Action:**

- A. Moved by Sheetz, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2021-082 for the General Operating Fund 212A.
- B. Moved by Sheetz, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2021-083 for the Capital Facilities Fund 212D.
- C. Moved by Sheetz, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2021-084 for the Grants Fund 212G.
- D. Moved by Sheetz, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2021-085 for the Development Impact Fees Fund 212I.
- E. Moved by Sheetz, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2021-086 for the Leased Properties Fund 212L.
- F. Moved by Sheetz, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2021-087 for the IGT Fund 212M.

**2. FY2020 State Homeland Security Grant Program Award Acceptance**

*(Erin Castleberry, Administrative Specialist)*

**Recommendation:** Adopt the grant acceptance resolution for the approved fire station controlled access systems project.

**Action:** Moved by Clark, seconded by Sheetz, and carried unanimously by the members present to adopt Resolution No. 2021-088.

**PUBLIC HEARING**

**1. Division Redistricting** *(Chris Chaffee, Redistricting Partners)*

**Recommendation:**

- a. Conduct a Public Hearing to receive public input and comment, report from staff and consultants to consider if the Sacramento Metropolitan Fire District's census population has changed significantly enough to warrant Redistricting of one or more division boundaries.
- b. Upon conclusion of the public hearing, make a recommendation on whether the District should proceed with the services of Redistricting Partners to analyze census data and make recommendations on redrawing one or more division boundaries and to report back to the Board.

**Action:** No action taken, however at the conclusion of the public hearing the following action took place:



- i. Moved by Wood, seconded by Sheetz, and carried unanimously by the members present to hear an action item not previously listed on the agenda.
- ii. Moved by Sheetz, seconded by Clark, and carried unanimously by the members present to have Directors Jones, Orzalli and Saylor be appointed to a Redistricting Ad Hoc Committee that will meet and discuss Redistricting efforts and work with staff and consultants, and report to the Board, until a final new division boundary map is adopted by the Board of Directors.

**Director Goold left the meeting at 6:55 pm.**

## **REPORTS**

**1. PRESIDENT'S REPORT**—(*President Kelly*) – No report

**2. FIRE CHIEF'S REPORT**—(*Chief Harms*)

Chief Harms began his report by thanking Interim CFO Ken Campo for all of his work and assistance in keeping the District's finances moving forward while we on-boarded a new CFO. He also thanked Administrative Specialist Erin Castleberry for her work on the grant for SRFECC and Chief Development Officer Jeff Frye and Interim Board Clerk Michelle Dehoney for their work on Redistricting.

### **Reassignment**

Captain Joe Schmitt was selected to fill the EMS Day Captain assignment, effective September 7, 2021.

The following personnel were selected as Public Information Officer (PIO) Relief: (assisting PIO Captain Parker Wilbourn)

- Captain Mark Nunez
- Captain Jordan Oakes
- Supervising Inspector Diana Schmidt
- Engineer Beau Levesque
- Firefighter Eric Sacht

### **Retirement**

Congratulations to Fire Mechanic Phillip Morell on his retirement effective 9/1 after 28 years of service.

### **Meetings**

Meeting with local Fire Chiefs, some members of Sacramento County Staff and LEMSA to discuss wall time challenges, impacts, and management of the issue. There were some very difficult conversations but this meeting was critical to start to fix the program and attempt to look for solutions moving forward.

8/31, Second Membership Meeting

1. Chief Harms provided an update regarding facilities including:
  - a. Station 41 showers in
  - b. Station 53 showers in progress
  - c. Station 21 next project
  - d. Station 23 project will need to be handled outside of the normal fashion (trailer option is being looked at).

2. Human Resources also provided an update on the Catastrophic Leave policy:
  - a. "Catastrophic" has been changed to "donated"
  - b. Defined period of time for disability
  - c. Five policies have been sent to Local 522 for review. Changes to policies are mainly language.
  
3. Topics/areas that attendees would like to see addressed in the next two years:
  - a. Work culture
  - b. Promotions
  - c. Recruitment of a diverse firefighter population
  - d. Officer supervisor training

Chief Harms also reported that Firefighter Tim White will be transitioning to days starting October 1<sup>st</sup> to start working on Recruitment full time.

### **Miscellaneous**

The National EMS Memorial Bike Ride (NEMSBR) seeks to recognize the sacrifices of EMS personnel that die in the line of duty, who become sick or injured during EMS service, or who died of various causes, but left an impact on their local, or greater, EMS community.

Engineer Kyle Rutherford is an honoree in this year's ride, and retired Captain Matt McGrew was accepted to ride in Kyle's memory.

This year's ride will start on September 23<sup>rd</sup> and run from Rancho Cordova to San Francisco. There will be ceremony honoring this year's fallen angels at the State Capitol, details to be announced shortly.

NEMSBR includes a fund raiser, and 100% of the money raised goes to the Fallen Angel Fund, which is supporting the construction of The National EMS Memorial in Washington, D.C. and the National EMS Memorial Service to support the families of EMS LODD.

The goal for the west coast route riders this year is to raise \$20,000. Please join in to honor Kyle's service to our community.

### **OPERATIONS' REPORT – (DC Mitchell)**

Chief Mitchell began his report by providing an update on CERT who have been volunteering their time to assist at the Caldor Fire, including 9 members who have provided 55 staff hours between August 29 and September 5. Those members have been staffing a call center in addition to working at the on-site large animal shelter. Additionally, on Friday, August 28, CERT responded to provide rehab services during a 4 alarm fire in Battalion 9. This was a prolonged incident in 100 degree temperatures and their assistance was needed and greatly appreciated by the personnel operating on the incident.

Chief Mitchell also reported the OES status update which included the following information:

1. Two Engines and two support personnel still committed on the Caldor incident
2. IA Strike Team (3 engines and a Strike Team Leader) deployed to the Bridge Fire (American River confluence near Foresthill) in CALFIRE NEU to assist on



Sunday, September 5th that was quickly contained, members; SRIMT and Copter were also deployed to provide assistance

Chief Mitchell then discussed the ambulance drawdown difficulties that Metro Fire has been experiencing. He relayed that we have been managing ambulance drawdown challenges almost on a daily basis, especially in the late morning and afternoon/evening hours, and are continuing to develop plans for mitigation. Although call volume is up, significant wall time at the hospitals have had a critical impact on the regional EMS system.

Chief Mitchell closed his report by providing the statistics for the District which included 5,175 total calls since the last report on August 26, 2021 (Average of 369 calls/day). Additionally, there have been 20 building fires, 8 of which were Metro specific. The busiest engine was E109 with 202 responses and the busiest medic was M105 with 223 responses. Also, in the early morning hours on Wednesday the 8<sup>th</sup>, there were four large incidents in the County that Metro assisted with (Roseville Road under the bridge, Mobile Homes on Auburn, and two multi-alarm grass fires on the parkway west of Watt).

**3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – No report**

**4. COMMITTEE AND DELEGATE REPORTS**

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

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

Next Meeting: TBD

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

Next Meeting: September 14, 2021 at 9:00 AM

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

Next Meeting: September 16, 2021 at 4:00 PM

Location: 3121 Gold Canal Drive  
Mather, CA 95670

**D. Finance and Audit Committee – (Director Orzalli)**

Next Meeting: September 23, 2021 at 5:30 PM

**E. Policy Committee – (Director Goold)**

Next Meeting: TBD

**BOARD MEMBER QUESTIONS AND COMMENTS**

Director White thanked Interim CFO Campo for his strong work and Admin Castleberry on her work with the District's grants. He also thanked Fleet Manager Pursell and his team for keeping the fleet in service especially given the constraints with COVID. He commended all members for stepping up especially during this daunting fire season and also the Executive Staff for beginning the difficult conversation of fixing the issues with wall times.

Director Sheetz thanked Mr. Warren for his public comment during the last board meeting. She relayed that after having some time to think about his concerns with regards to the transport of his wife to the hospital, she wanted to address those comments directly. She addressed Mr.

Warren's specific comment on deciding to drive his wife to the hospital rather than have her transported as he was not sure of the medic's vaccines status and therefore did not want to expose her to the possibility of contracting COVID from someone who may not be vaccinated. Being an RN for more than 20 years she discussed the ill effects she's seeing on the hospital system, patients, and staff due to COVID including hospitals being at capacity, the restricting of visitors and loved ones, the postponement of elective surgeries and the strain on the hospital staff both mentally and physically. She relayed that the current surge was a preventable one and asked that everyone trust in the science, get vaccinated, wash their hands and above all be safe.

Directors Wood and Clark thanked Director Sheetz for her comments and echoed her sentiments.

Director Saylor concurred with Director Sheetz's comments and thanked staff for their presentations during the meeting. She also thanked Chief Harms for speaking at the membership meeting and beginning the conversation on how to change the culture of the fire service. She expressed that she is looking forward to seeing Firefighter White transition to days and become a part of the Regional Diversity Committee which meets on a monthly basis as well as presenting his progress to the Board.

Director Kelly thanked the previous Directors for their comments and echoed Director Sheetz's sentiments.

## **ADJOURNMENT**

The meeting was adjourned at 7:23 pm.

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Matt Kelly, President

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D'Elman Clark, Secretary

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Michelle Dehoney, Interim 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:** September 23, 2021  
**TO:** Board of Directors  
**SUBJECT:** Bid Award – RFB 21-03 Emergency Standby Generator System(s)

## BACKGROUND

On March 25, 2021, the Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2020 Community Power Resiliency Allocation to Special Districts grant award in the amount of \$300,000 for the installation of fixed natural gas powered generators at targeted essential service facilities in order to mitigate the disruption of critical service delivery caused by a power outage event.

## DISCUSSION

The District identified 5 fire stations that would benefit from the installation of emergency standby generator systems and issued Request for Bid (RFB) 21-03 Emergency Standby Generator System(s) on August 20, 2021. A mandatory pre-bid conference and job walk at all 5 stations was conducted on August 26, 2021 and was attended by 6 potential bidders. A public bid opening was conducted on September 14, 2021 and 2 bids were received.

In accordance with the terms of the RFB, the project scope was reduced in order to fit within 10% of the project's \$300,000 budget, and the Total Bid price was based on the District's top 2 identified stations (Station 24 and Station 25). Ample Electric Inc. was identified as the lowest responsible and responsive bidder as shown below:

Ample Electric Inc.: \$328,326      Royal Electric: \$567,000

## FISCAL IMPACT

The total cost for the Emergency Standby Generator System(s) project is \$328,326. The FY2020 Community Power Resiliency Allocation to Special Districts grant award will cover \$300,000, and the remaining \$28,326 will be paid out of the Facilities budget for FY2021/22.

## RECOMMENDATION

Staff recommends the Board approve the bid award for RFB 21-03 Emergency Standby Generator System(s) to Ample Electric Inc. and authorizes the Fire Chief to execute an agreement in accordance with RFB 21-3.

**Submitted by:**

Mark Jones  
Purchasing Manager

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
AGREEMENT  
EMERGENCY STANDBY GENERATOR SYSTEM(S)**

This Agreement, dated as of September 24, 2021, is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and Ample Electric, Inc. ("CONTRACTOR"), hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties.

**RECITALS**

**WHEREAS**, the DISTRICT intends to install emergency standby generator system(s) at certain real property owned by the DISTRICT, "Project"; and

**WHEREAS**, the DISTRICT desires to obtain the services of the CONTRACTOR, as more fully described in Exhibit A, hereto, "Scope of Work"; and

**WHEREAS**, the CONTRACTOR is professionally qualified and eligible 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 this Agreement.
2. **EXHIBITS**  
Exhibits A, B, and C are attached hereto and included by reference.
3. **SCOPE OF WORK**  
The CONTRACTOR agrees to perform all services described in Exhibit A, in accordance with the schedule outlined in Exhibit B, for payment pursuant to Exhibit C, and in accordance with the terms and conditions of this Agreement and those described in the DISTRICT's RFB 21-03 Emergency Standby Generator System(s), incorporated herein by reference.  
  
These documents, along with the entirety of this Agreement and any other records or documents pertaining to the Project furnished by the DISTRICT and the CONTRACTOR during the term of this Agreement shall constitute the Contract Documents.
4. **TERM**  
This Agreement shall be in effect from the date of final execution by the Parties until full completion of the Project as described in Exhibit B. Terms and conditions, which relate to indemnification and other related matters, shall survive the expiration of this Agreement.
5. **PAYMENT**  
For service performed in accordance with this Agreement, payments shall be made to the CONTRACTOR as provided in Exhibit C hereto.
6. **TAXES**  
Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
7. **INDEPENDENT CONTRACTOR**  
No relationship of employer and employee is created by this Agreement; it being understood and agreed that the CONTRACTOR is at all times an independent contractor, and can perform work for others. The CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever and the DISTRICT shall not be liable in any manner for any acts or omissions by the CONTRACTOR or for any obligations or liabilities incurred by the CONTRACTOR, its employees, or agents.



Neither the CONTRACTOR, nor its agents or employees shall have any 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.

The 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 the CONTRACTOR agrees to indemnify and hold the DISTRICT harmless from any and all liability which the DISTRICT may incur because of the CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, the 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 the DISTRICT.

The 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 the CONTRACTOR is engaged in the geographical area in which the CONTRACTOR practices its profession.

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

8. **CONFLICT OF INTEREST**

The CONTRACTOR covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, 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 the CONTRACTOR from working for others as long as the CONTRACTOR ensures that such work does not constitute a conflict of interest.

9. **ELIGIBILITY**

By executing the Agreement, the CONTRACTOR certifies that the CONTRACTOR is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Project. The CONTRACTOR shall hold harmless and indemnify the District from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

10. **INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- a) The failure of the CONTRACTOR or its subcontractors to perform its obligations under this Agreement
- b) The inaccuracy of any representation or warranty by the CONTRACTOR or its subcontractors given in accordance with or contained in the Contract Documents



- c) Any claim of damage or loss by any subcontractor against the DISTRICT arising out of any alleged act or omission of the CONTRACTOR or any other subcontractor, or anyone directly or indirectly employed by the CONTRACTOR or any subcontractor
- d) Any claim of damage or loss resulting from hazardous materials introduced, discharged, or disturbed by the CONTRACTOR or its subcontractors as required in the Contract Documents

The DISTRICT shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the CONTRACTOR shall fully indemnify, defend and hold harmless the DISTRICT and protect the DISTRICT from and against the same as provided above. In addition to the liability imposed by law upon the CONTRACTOR for damage or injury (including death) to persons or property by reason of the negligence of the CONTRACTOR, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the CONTRACTOR shall defend, indemnify, hold harmless, release and forever discharge the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the CONTRACTOR, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement. The CONTRACTOR agrees that this indemnity and hold harmless shall apply even in the event of negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the DISTRICT shall indemnify and hold harmless the CONTRACTOR for hazardous materials pursuant to the Contract Documents.

In claims against any person or entity indemnified under this section that are made by an employee of the CONTRACTOR or any subcontractor, a person indirectly employed by the CONTRACTOR or any subcontractor, or anyone for whose acts the CONTRACTOR or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations under this section shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The CONTRACTOR shall indemnify the DISTRICT from and against losses resulting from any claim of damage made by any separate contractor against the DISTRICT arising out of any alleged acts or omissions of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The CONTRACTOR shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

This DISTRICT shall provide to the CONTRACTOR reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the CONTRACTOR.



11. **LIMITATION OF LIABILITY**

Under no circumstances will the CONTRACTOR be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will the CONTRACTOR be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will the CONTRACTOR be entitled to limit special or consequential damages claimed by the DISTRICT.

12. **NON-DISCRIMINATION**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the DISTRICT's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the DISTRICT or in the employment practices of the DISTRICT's contractors. Accordingly, the CONTRACTOR will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

13. **INSURANCE**

Within ten (10) days following the execution of this Agreement by the Parties, the CONTRACTOR shall furnish the DISTRICT with a certificate evidencing the insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the DISTRICT prior to the commencement of any services. Please note, the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the DISTRICT.

General Liability – shall be on an Occurrence basis, not a Claims Made basis. Minimum limits and structure shall be:

- |                                 |             |
|---------------------------------|-------------|
| a) General Liability Aggregate: | \$2,000,000 |
| b) Products Comp/Op Aggregate:  | \$2,000,000 |
| c) Personal & Adv Injury:       | \$1,000,000 |
| d) Each Occurrence:             | \$1,000,000 |
| e) Fire Damage:                 | \$100,000   |

Automobile Liability

- a) Commercial Automobile Liability (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$1,000,000 Combined Single Limit
- b) Personal Lines Automobile Liability (for individually owned vehicles) - \$250,000 per person, \$500,000 each accident, \$100,000 property damage

Workers' Compensation and Employer's Liability

- a) Per Statute
- b) \$1,000,000 per accident for each accident
- c) \$1,000,000 for disease
- d) This policy shall be endorsed to waive the insurers' subrogation rights against the DISTRICT.

Professional Liability

- a) Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

Builders Risk and Liability

- a) Coverage shall be in an amount equal to the replacement cost of the completed Project (without deduction for depreciation) including the cost of excavations, grading, and filling.
- b) Policy limits shall be 100% of the contract value.
- c) Insured property shall include material or portions of the construction work located away from the Project site but intended for use at the Project site, and shall cover material or portions of the

construction work in transit. The policy or policies shall cover the cost of removing debris, including demolition.

- d) The policy or policies shall provide that all proceeds thereunder shall be payable to the DISTRICT, and shall name the DISTRICT, the CONTRACTOR, and all subcontractors and suppliers of all tiers as named insured. The DISTRICT will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the construction work.
- e) Any deductible applicable to the insurance shall be identified in the policy or policies' documents, and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the Parties except for the DISTRICT as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for the insured. The DISTRICT shall be entitled to 100% of its loss. The CONTRACTOR shall pay the DISTRICT any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the DISTRICT. Any insured, other than the DISTRICT, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible.

#### Additional Insured

- a) The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the DISTRICT to be given thirty (30) days prior written notice of cancellation and thirty (30) days written notice of any material change(s) requested by the policy holder of said insurance policies. The CONTRACTOR shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof during the life of this Agreement.

The DISTRICT will not be responsible for any deductible that may apply in any of the said insurance policies.

The CONTRACTOR covenants and agrees that the DISTRICT's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the CONTRACTOR.

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District

Attn: Purchasing Division

3012 Gold Canal Drive

Rancho Cordova, CA 95670

(916) 859-4372

[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

#### 14. SURETY

Within ten (10) days following the execution of this Agreement by the Parties, the CONTRACTOR will be required to furnish to the DISTRICT a performance and payment bond in the amount equal to 100% of the contract value. Only bonds executed by admitted surety insurers satisfactory to the DISTRICT and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted. The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the contract value.



The performance and payment bond shall be sent to:  
Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 859-4372  
[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

15. **REVIEW OF CONTRACT DOCUMENTS**

If the CONTRACTOR and/or its subcontractors performs any work involving any error, inconsistency, or omission in the Contract Documents, without giving notice in writing to the DISTRICT and obtaining the written consent of the DISTRICT, the CONTRACTOR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

16. **ITEMS NECESSARY FOR COMPLETION OF THE PROJECT**

Except as otherwise noted in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Project in accordance with the Contract Documents.

17. **OWNERSHIP OF DOCUMENTS**

The Contract Documents and all copies thereof furnished to or provided by the CONTRACTOR are the property of the DISTRICT and are not to be used by the CONTRACTOR on any other work.

18. **CONFIDENTIALITY**

The CONTRACTOR agrees that any information, whether proprietary or not, made known or discovered 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. The CONTRACTOR agrees to immediately notify the DISTRICT if it is requested to disclose to others any information made known or discovered 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 the CONTRACTOR's termination of services to the DISTRICT hereunder.

19. **COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS**

The CONTRACTOR and its subcontractors engaged in the performance of the Project shall conform to the following specific rules and regulations, as well as all other laws, ordinances, rules and regulations that are applicable to the project.

- a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the DISTRICT, the CONTRACTOR, any subcontractor, the Project, the Project site(s), the scope of work, or the prosecution of the scope of work;
- b) All requirements of any insurance company issuing insurance required hereunder;
- c) The Federal Occupational Safety and Health Act (OSHA) and all other applicable code requirements relating to safety;
- d) Applicable titles in the State of California Code of Regulations;
- e) Applicable sections in the State of California Labor Code;
- f) All applicable code requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Without limiting the foregoing, the CONTRACTOR shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in this Agreement.

The CONTRACTOR shall comply with and give notices required by all applicable code requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). The CONTRACTOR shall promptly notify the DISTRICT in writing if the

CONTRACTOR becomes aware during the performance of the work that the Contract Documents are at variance with applicable code requirements.

If the CONTRACTOR performs work on the Project which it knows or should know is contrary to applicable code requirements, without prior written notice to the DISTRICT, the CONTRACTOR shall be responsible for such construction work and any resulting damages including, without limitation, the costs of correcting defective work.

20. **CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, the 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 performed.

21. **SAFETY OF PERSONS AND PROPERTY**

In accordance with generally accepted construction practices and applicable law, the CONTRACTOR shall be solely and completely responsible for conditions of the Project site(s), and shall take adequate precautions and provide adequate protection against damage, injury, or loss to the following:

- a) Employees and subcontractors involved in the Project and other persons who may be affected thereby;
- b) The Project in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody, or control of the CONTRACTOR or subcontractors;
- c) Other property at the Project site(s) and adjoining property.

This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the CONTRACTOR and the CONTRACTOR's privities and any other entities engaged in the performance of the Project shall be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Project. Neither the DISTRICT nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the CONTRACTOR, the CONTRACTOR's privities or other entities engaged in the performance of the Project.

The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Project, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The CONTRACTOR shall provide and maintain any other necessary systems or devices required to secure safety of life or property at the Project site(s) in accordance with accepted standards of the industry and applicable law. The CONTRACTOR shall maintain during all night hours sufficient lights to prevent accident or damage to life or property.

The CONTRACTOR shall not load or permit any part of the Project or the Project site(s) to be loaded so as to endanger the safety of persons or property. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Project, the CONTRACTOR shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

In such instance where the CONTRACTOR's scope of work includes the abatement and removal of hazardous materials found anywhere on or within the Project site(s), the CONTRACTOR shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the CONTRACTOR shall also give those notices at the appropriate times. The CONTRACTOR shall ensure abatement subcontractors and disposal sites are



appropriately licensed and qualified. The CONTRACTOR's obligations under this section shall include signing (as the agent for the DISTRICT) any manifests required for the disposal of hazardous materials.

The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site(s) whose duty shall be the prevention of accidents. That person shall be the superintendent, unless otherwise designated by the CONTRACTOR in writing to the DISTRICT.

22. **EXCAVATION**

In accordance with California Public Contract Code Section 7104, if the Project involves excavation more than four feet deep the CONTRACTOR shall promptly notify the DISTRICT in writing before disturbing: any material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Project site(s) differing from those indicated; or any unknown physical conditions at the Project site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The DISTRICT will promptly investigate any such conditions for which notice is given. If the DISTRICT finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Project, the DISTRICT will issue a change order pursuant to the terms and conditions of this Agreement. If a dispute arises between the DISTRICT and the CONTRACTOR concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the CONTRACTOR shall not be excused from any completion date provided in the Contract Documents, but shall proceed with all work to be performed.

In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving the excavation, five or more feet deep, shall submit for the DISTRICT's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

23. **USE OF DISTRICT PROPERTY**

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

24. **USE OF PROJECT SITE**

The CONTRACTOR shall confine operations at the Project site(s) to areas permitted by law, ordinances, permits, and the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Project site(s) with materials or equipment. Personnel of the CONTRACTOR and subcontractors shall not occupy, live upon, or otherwise make use of the Project site(s) during any time that work is not being performed at the Project site(s), except as otherwise provided in the Contract Documents.

The CONTRACTOR shall keep the Project site(s) and surrounding areas free from accumulations of waste material and rubbish generated by the CONTRACTOR and its subcontractors. The CONTRACTOR shall remove all rubbish, tools, equipment, and surplus materials leaving the area "broom clean" upon completion of the Project. Trash and rubbish must be transported daily from the site and legally disposed of. Contaminated or dangerous materials must be removed and promptly disposed of if encountered. No materials may be burned, buried, or otherwise disposed of on site. Tools, equipment, and site protections measured are to be removed upon Project completion.

25. **STAGING**

The CONTRACTOR shall coordinate the preparation of construction staging areas on-site for the Project and the preparation of the site(s) for construction, including, but not limited to fencing, barricades, access parking, or other items reasonably necessary for efficient prosecution of the Project. The CONTRACTOR shall coordinate all required utility shut downs, road closures, traffic closures, and the like. The CONTRACTOR shall be responsible for the cost of temporary power used during the prosecution of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to



bring power to the site. The CONTRACTOR shall also be responsible for the cost of all temporary construction and facilities necessary for the Project site(s).

26. **RIGHT OF ACCESS**

The DISTRICT and its authorized representatives will at all reasonable times while such office facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed), have access to any such site office facilities used by the CONTRACTOR and/or its subcontractors. With respect to the right of access of the DISTRICT and its authorized representatives, neither the CONTRACTOR nor its subcontractors shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such site office facilities used by the CONTRACTOR and/or its subcontractors. Without exception, any and all Project related materials located at such site office facilities will be deemed at all times to be DISTRICT property subject to inspection and copying by the DISTRICT and its authorized representatives at all reasonable times while such facilities are located at the Project site(s) (including, at a minimum, all times during which the work is performed). Any interference by the CONTRACTOR or its subcontractors with the DISTRICT's rights of access and/or ownership pursuant to this section will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

27. **WORK HOURS**

The CONTRACTOR shall comply with any applicable noise ordinance and neither it nor its subcontractors shall undertake work on the Project site(s) other than at the times and sound level permitted by the noise ordinance.

28. **PARKING**

The CONTRACTOR shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community and on the operations of the DISTRICT. To the extent that the number of workers on the site(s) is likely to have an adverse impact on neighborhood parking, the CONTRACTOR shall develop a parking plan for those individuals working on the site(s) that is reasonably acceptable to the DISTRICT.

29. **PERSONNEL**

The CONTRACTOR shall at all times enforce strict discipline and good order among the CONTRACTOR's employees and may not employ on the Project any unfit person or anyone not skilled in the work assigned, or anyone incompetent or unfit for the duties of that person. When the DISTRICT determines that a CONTRACTOR's employee or subcontractor does not satisfy the requirements of this provision, upon notice from the DISTRICT, the CONTRACTOR shall ensure that employee performs no further work and is no longer present at the Project site. Any such employee shall not again be employed on the Project without the DISTRICT's approval.

30. **SUBCONTRACTING**

By execution of this Agreement, the CONTRACTOR certifies that no subcontractor included on the list of proposed subcontractors submitted in Exhibit B is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Project. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The CONTRACTOR shall ensure that no debarred subcontractor receives any public money for performing the Project, and any public money that may have been paid to a debarred subcontractor for the Project is returned to the DISTRICT. The CONTRACTOR shall be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform on the Project.

The Agreement and the performance of the Project are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the CONTRACTOR fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Project in excess of 0.5% of the Contract Value, the CONTRACTOR agrees that the



CONTRACTOR is fully qualified to perform that portion of the Project with the CONTRACTOR's own forces, and that the CONTRACTOR will perform that portion of the Project with the CONTRACTOR's own forces. If, after the execution of this Agreement, the CONTRACTOR subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Project, the CONTRACTOR will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10% of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

Any portion of the Project performed for the CONTRACTOR by a first-tier subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CONTRACTOR by the terms of the Contract Documents, to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR assumes towards the DISTRICT by the Contract Documents, and to perform such portion of the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the DISTRICT under the Contract Documents, with respect to the work to be performed by subcontractor, so that subcontracting thereof will not prejudice such rights. Nothing contained in the any subcontract shall create any contractual relationship between any subcontractor and the DISTRICT. The CONTRACTOR shall also cause any first-tier subcontractor to incorporate the Contract Documents in any lower-tier subcontracts as described herein.

The CONTRACTOR is responsible for scheduling the work of subcontractors so as to avoid delay or injury to either work or materials. The CONTRACTOR shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate information to a subcontractor that results in improper submittals and/or work, or time or other impacts.

31. **PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The CONTRACTOR shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in accordance with the terms and conditions of this Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR or deficient subcontract performance or noncompliance by a subcontractor.

32. **RIGHT TO REFUSE PERSONNEL**

The DISTRICT reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the CONTRACTOR or its subcontractors. The CONTRACTOR's staff and/or subcontractors may be subject to the DISTRICT's background and drug testing processes at any time.

33. **PREVAILING WAGE**

In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Project shall constitute a legal day's work under the Agreement. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Project is limited to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

The CONTRACTOR shall comply and shall ensure that all subcontractors, at any tier, comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by the Agreement. The



work under the Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations (DIR).

The DIR has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. The CONTRACTOR shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the Project site(s). By this reference, such schedule is made part of the Contract Documents. The CONTRACTOR shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the CONTRACTOR in the execution of the Project. The CONTRACTOR shall cause all subcontracts, at any tier, to include the provision that all subcontractors shall pay not less than the prevailing rates to all workers employed by subcontractors in the execution of the Project.

The CONTRACTOR shall forfeit to the DISTRICT, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the work done by the CONTRACTOR or any subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the contract value or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the contract value. The CONTRACTOR shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

If a subcontractor worker engaged in performance of the Project is not paid the general prevailing per diem wages by the subcontractor, the CONTRACTOR is not liable for any penalties therefore unless the CONTRACTOR had knowledge of that failure or unless the CONTRACTOR fails to comply with all of the following requirements:

- a) The contract executed between the CONTRACTOR and the subcontractor for the performance of part of the Project must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b) The CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- c) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Project.
- d) Prior to making final payment to the subcontractor, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Project and any amounts due pursuant to California Labor Code Section 1813.

In accordance with California Labor Code Section 1777.5, the CONTRACTOR, on behalf of the CONTRACTOR and any subcontractors engaged in performance of the Project, shall be responsible for ensuring compliance with California Labor Code Section 1777.5, governing employment and payment of apprentices on public works contracts.

In case it becomes necessary for the CONTRACTOR or any subcontractor engaged in performance of the Project to employ on the work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the DIR, the CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.



34. **CERTIFIED PAYROLL**

In accordance with California Labor Code, the CONTRACTOR and all subcontractors engaged in performance of the Project, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Project. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request;
- b) A certified copy of all payroll records shall be made available for inspection upon request to the DISTRICT, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Department of Industrial Relations;
- c) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR or subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR performing the work shall not be marked or obliterated.
- d) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.

The CONTRACTOR shall regularly submit electronic certified payroll records to the Labor Commissioner using the DIR's eCPR online system, in accordance with monitoring and enforcement requirements, no less frequently than monthly.

In the event of noncompliance with the requirements of this section or with the State of California Labor Code Section 1776, the CONTRACTOR shall have ten (10) days in which to comply following receipt of notice specifying in what respects the CONTRACTOR must comply. Should noncompliance still be evident after the ten (10) day period, the CONTRACTOR shall forfeit to the DISTRICT, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the contract value.

35. **CHANGE ORDERS**

Change order requests for work that falls outside of the scope of work of this Agreement must be submitted in writing to the DISTRICT prior to the commencement of any work for which the change order applies. The DISTRICT reserves the right to reject any change order requests.

All change order requests shall itemize all cost impacts of the proposed change and include a total price for the change order. All change orders shall identify any change to the Project schedule or milestone delivery date(s) as a result of the proposed change.

Pricing for change orders shall be calculated by adding the itemized direct cost that would be added and credit for any work not performed under the change order and an allowance for indirect costs in accordance with this section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other direct cost impacts must be itemized as appropriate, including the cost of any rental equipment, required materials, or supplies.



Indirect costs for a subcontractor added under a change order if the subcontractor performed the work may not exceed an allowance of fifteen (15) percent of the total subcontractor direct costs added under the change order. Indirect costs for the CONTRACTOR added under a change order if a subcontractor performs the work shall not exceed seven (7) percent of the sum of the subcontractor's direct costs and indirect costs.

If the CONTRACTOR performs the change order work, the indirect costs for the CONTRACTOR added under change order may not exceed an allowance of fifteen (15) percent of the CONTRACTOR's total direct costs added under the change order. Such indirect cost allowances cover CONTRACTOR and subcontractor overhead and profit under the change order, and include the cost of insurance in addition to that required pursuant herein, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order shall be calculated as an amount equal to three (3) percent of the total of combined CONTRACTOR and subcontractor direct costs deducted under the change order.

The CONTRACTOR shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the CONTRACTOR, any subcontractor engaged in the performance of the Project, any party supplying materials or equipment for the Project, or any third party that are incurred as a result of a proposed change order prior to the issuance of an approved change order executed by the DISTRICT in writing in accordance with this section.

The DISTRICT reserves the right to direct the prosecution of change order work while pricing is being negotiated and prior to the formal execution of the approved change order. In this instance, the DISTRICT shall provide such direction to the CONTRACTOR in writing.

36. **CONTRACT TIME**

Contract Time shall be the number of days set forth in this Agreement (Exhibit B), as adjusted by any DISTRICT-approved change order or contract amendment, within which the CONTRACTOR must achieve Final Completion of the Project. The commencement date of the Project shall be the date of execution of this Agreement by the Parties, however, work may not commence until all insurance and surety requirements have been met in accordance with the terms and conditions of this Agreement.

The CONTRACTOR represents to the DISTRICT that the Contract Time is reasonable for completing the Project and that the CONTRACTOR is able to complete the Project within the Contract Time.

The CONTRACTOR shall not, except by agreement or instruction of the DISTRICT in writing, commence operations on the Project site(s) or elsewhere prior to the effective date of insurance required by this Agreement to be furnished by the CONTRACTOR. The dates of commencement and Final Completion of the Project shall not be changed by the effective date of such insurance.

The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Final Completion of the Project within the Contract Time. If the DISTRICT determines and notifies the CONTRACTOR that the CONTRACTOR's progress is such that the CONTRACTOR will not achieve Final Completion of the Project within the Contract Time, the CONTRACTOR shall immediately and at no additional cost to the DISTRICT, take all measures necessary, including working such overtime, additional shifts, weekends, or holidays as may be required to ensure that the Project is fully completed within the Contract Time. Upon receipt of such notice from the DISTRICT, the CONTRACTOR shall immediately notify the DISTRICT of all measures to be taken to ensure Final Completion of the Project within the Contract Time. The CONTRACTOR shall reimburse the DISTRICT for any extra costs or expenses (including the reasonable value of any services provided by the DISTRICT's employees) incurred by the DISTRICT as the result of such measures.

37. **DELAY**

The CONTRACTOR will not be held responsible for delays in performance of the Project caused by delay beyond the control of both the DISTRICT and the CONTRACTOR, such as by strikes, lockouts, or labor



disturbances that are not within the control of the CONTRACTOR to resolve. This provision will not apply where the delay would not have occurred but for a previous CONTRACTOR caused delay in the prosecution of the Project.

The DISTRICT will not be liable to the CONTRACTOR, any subcontractor or other entity engaged in the performance of the Project, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from delays beyond the control of the DISTRICT and the CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work. An extension of the Contract Time in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

The CONTRACTOR shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the CONTRACTOR or any subcontractor or other entity engaged in performance of the Project to perform the work in accordance with the Contract Documents.

The CONTRACTOR will not be entitled to damages for delay to the Project caused by the following, which the DISTRICT and the CONTRACTOR agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the DISTRICT, and/or within the contemplation of the DISTRICT and the CONTRACTOR, and/or reasonable under the circumstances:

- a) Exercise of the DISTRICT's right to sequence the Project in a manner that would avoid disruption to the DISTRICT and other contractors based on: the failure of the CONTRACTOR or any subcontractor or other entity engaged in the performance of the Project to perform the work in accordance with the Contract Documents, enforcement by the DISTRICT or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the DISTRICT of any provisions of the Agreement.
- b) Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the DISTRICT or its representatives in a reasonable time in accordance with the Contract Documents.

38. **ADJUSTMENTS TO CONTRACT TIME FOR DELAY**

Either the DISTRICT or the CONTRACTOR may propose a change in the Contract Time for extensive and unreasonable delays that are purported to be caused by the DISTRICT and/or its privities. Such proposed changes in the Contract Time will constitute change order proposals subject to the terms and conditions in this Agreement. In accordance with the change order procedures, the DISTRICT and the CONTRACTOR may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the DISTRICT will be obligated to pay the CONTRACTOR for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the CONTRACTOR actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in the terms and conditions of this Agreement, the DISTRICT and the CONTRACTOR may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the DISTRICT and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the DISTRICT will be obligated to pay such daily rate or cap or lump sum only to the extent the CONTRACTOR actually incurs such cost impacts.

Extensions of the Contract Time will not be allowed for weather conditions that are consistent with the anticipated average number of rain days in the Sacramento area, established as follows (where measurable precipitation is equal to or greater than 0.1" in a 24-hour period):



January	7.5 days	July	0.0 days
February	9.0 days	August	0.0 days
March	6.0 days	September	0.0 days
April	4.5 days	October	2.0 days
May	3.0 days	November	5.5 days
June	0.5 days	December	7.0 days

Extensions of the Contract Time for delays due to adverse weather will be allowed only if the number of rain days (greater than 0.1" in a 24-hour period) for a consecutive 3 month period exceeds the respective 3-month average total specified above and the CONTRACTOR can demonstrate to the DISTRICT's reasonable satisfaction that such adverse weather caused actual delay in the timely completion of the Project. No extensions of the Contract Time will be granted for rain days in addition to those specified herein that do not or would not, themselves, result in failure to complete the Project in accordance with the Project schedule. An extension of the Contract Time in an amount equal to the time loss due to rain days will be the CONTRACTOR's sole and exclusive remedy for such delay(s).

Whenever the CONTRACTOR claims a delay for which the Contract Time may be extended, the CONTRACTOR shall request an extension of time within seven (7) calendar days of the start of the delay. The request must be in writing and shall include a Time Impact Analysis (TIA) that describes in detail the cause for the delay, impact of the delay on the milestone durations, and, if possible, the foreseeable extent of the delay. Failure of the CONTRACTOR to submit such a request with the specified time frame shall constitute a waiver by the CONTRACTOR of any request for extension, and no extension shall be granted as a consequence of such delay.

39. **SUSPENSION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at any time and from time to time, without cause, order the CONTRACTOR, in writing, to suspend, delay, or interrupt the Project in whole or in part for such period of time, up to ninety (90) days, as the DISTRICT may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this section. The Project may be stopped for such further period as the Parties may agree. Upon receipt of a Suspension Order, the CONTRACTOR shall, at the DISTRICT's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Project covered by the Suspension Order during the period of stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by the CONTRACTOR and the DISTRICT, the DISTRICT shall either cancel the Suspension Order or delete the work covered by such Suspension Order by issuing a change order.

If a Suspension Order is canceled or expires, the CONTRACTOR shall continue with the Project. A change order will be issued to cover any adjustments of the contract value or the Contract Time necessarily caused by such suspension. Any Claim by the CONTRACTOR for an adjustment of the contract value or the Contract Time shall be made within twenty-one (21) days after the end of the suspension. The CONTRACTOR agrees that submission of its claim within said twenty-one (21) days is an express condition precedent to its right to arbitrate or litigate such a claim.

The provisions of this section shall not apply if a Suspension Order is not issued by the DISTRICT. A Suspension Order shall not be required to stop the Project as permitted or required under any other provision of the Contract Documents.

40. **LIQUIDATED DAMAGES**

Time is of the essence in this Agreement. The DISTRICT and the CONTRACTOR agree that it will be difficult and/or impossible to determine the actual damage which the DISTRICT will sustain in the event of the CONTRACTOR's failure to fully perform the Project or to fully perform all of the CONTRACTOR's obligations that have accrued pursuant to the Agreement by the Contract Time. Accordingly, the DISTRICT and the CONTRACTOR agree in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the DISTRICT liquidated damages in the sum of \$1,000.00 per day for each and every calendar day completion of the Project and/or performance of all of the CONTRACTOR's obligations that have accrued pursuant to the Agreement is delayed beyond the Contract Time. The



DISTRICT and the CONTRACTOR further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the DISTRICT may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR under the Agreement.

41. **SUBSTANTIAL COMPLETION**

Substantial Completion means the stage in the progress of the Project when the Project is complete in accordance with the Contract Documents, except only for completion of minor items which do not impair the DISTRICT's ability to occupy and fully utilize the Project for its intended purpose.

When the CONTRACTOR gives notice to the DISTRICT that the Project is substantially complete, unless the DISTRICT determines that the Project is not sufficiently complete to warrant an inspection to determine Substantial Completion, the DISTRICT will inspect the Project. If the DISTRICT determines that the Project is not substantially completed, the DISTRICT will prepare and give to the CONTRACTOR a comprehensive list of items to be completed or corrected before establishing Substantial Completion. The CONTRACTOR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete the Project in accordance with the Contract Documents. The DISTRICT will make an inspection to determine whether the Project is substantially complete.

42. **PUNCH LIST**

Once Substantial Completion has been determined, the CONTRACTOR shall conduct a site walk with the DISTRICT and prepare a punch list. The CONTRACTOR shall complete all punch list items within twenty-one (21) calendar days after the issuance of the punch list. The CONTRACTOR shall conduct follow-up punch walks as needed until all items have been completed to the satisfaction of the DISTRICT. The CONTRACTOR shall be the single point of contact for all punch list and warranty items and be responsible for all warranty items for the life of the Guaranty Period.

43. **FINAL COMPLETION**

All finished work will be subject to inspection and acceptance or rejection by the DISTRICT and any other government agencies having jurisdiction over the Project. Final Completion of the Project will be at the discretion of the DISTRICT.

Once all punch list work has been completed and upon notification from the CONTRACTOR that the Project is ready for final inspection, the DISTRICT will make such inspection. In evaluating the Project, no allowance will be made for deviations from the Contract Documents unless already approved in writing in accordance with the terms and conditions of this Agreement.

Prior to acceptance of the Project, the CONTRACTOR shall perform the final clean-up of the Project site(s) including, but not limited to, trash and debris disposal, glass cleaning, trash chutes, and street cleaning, as applicable.

Before the DISTRICT determines Final Completion, the CONTRACTOR must:

- a) Submit the final Application for Payment and all submittals required in accordance with this Agreement; and
- b) Submit all guarantees and warranties procured by the CONTRACTOR from subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

The DISTRICT will accept the Project in writing only when the Project has been fully completed to the DISTRICT's reasonable satisfaction and in accordance with the Contract Documents, including, without limitation, satisfaction of all punch list items and submittals of required documents. When the DISTRICT determines that the Project has reached Final Completion, a Notice of Completion will be sent in writing to the CONTRACTOR.



The fact that the work and materials have been inspected from time to time and that progress payments have been made shall in no way be construed as acceptance of any part of the Project and does not relieve the CONTRACTOR of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

Acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final Application for Payment.

44. **GUARANTY**

The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under this Agreement will be of good quality, new, and free of liens, claims, and security interests of third Parties; that the construction work will be of good quality and free from defects; and that the construction work will conform to the requirements of the Contract Documents. If required by the DISTRICT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The CONTRACTOR guarantees the entirety of the Project for one (1) year from the date of Final Completion for the correction of defective work (Guaranty Period). Defective work is work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the DISTRICT, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

The CONTRACTOR shall (1) correct defective work that becomes apparent during the progress of the Project or during the Guaranty Period and (2) replace, repair, or restore to the DISTRICT's satisfaction any other parts of the Project and any other real or personal property which is damaged or destroyed as a result of defective work or the correction of defective work. The CONTRACTOR shall promptly commence such correction, replacement, repair, or restoration upon notice from the DISTRICT, but in no case later than ten (10) days after receipt of such notice; and the CONTRACTOR shall diligently and continuously prosecute such correction to completion. The CONTRACTOR shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective work, including additional testing and inspection. The CONTRACTOR shall perform corrective work at such times that are acceptable to the DISTRICT and in such a manner as to avoid, to the extent practicable, disruption to the DISTRICT's operations.

If immediate correction of defective work is required for life safety or the protection of property and is performed by the DISTRICT or separate contractors, the CONTRACTOR shall pay to the DISTRICT all reasonable costs of correcting such defective work. The CONTRACTOR shall replace, repair, or restore to the DISTRICT's satisfaction any other parts of the Project and any other real or personal property which is damaged or destroyed as a result of such defective work or the correction of such defective work.

The CONTRACTOR shall remove from the Project site(s) portions of the Project and materials which are not in accordance with the Contract Documents and which are neither corrected by the CONTRACTOR nor accepted by the DISTRICT.

If the CONTRACTOR fails to commence correction of defective work within ten (10) days after notice from the DISTRICT or fails to diligently prosecute such correction to completion, the DISTRICT may correct the defective work; and, in addition, the DISTRICT may remove the defective work and store salvageable materials and equipment at the CONTRACTOR's expense.

If the CONTRACTOR fails to pay the costs of such removal and storage as required by this section within ten (10) days after written demand, the DISTRICT may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. The CONTRACTOR shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which the CONTRACTOR is liable to the DISTRICT. If such proceeds of sale do not cover costs and damages for which the CONTRACTOR is liable to the DISTRICT, the contract value shall be reduced by such deficiency. If there are no remaining payments



due the CONTRACTOR or the remaining payments are insufficient to cover such deficiency, the CONTRACTOR shall promptly pay the difference to the DISTRICT.

The CONTRACTOR's obligations under this section are in addition to and not in limitation of its Warranty in accordance with this Agreement or any other obligation of the CONTRACTOR under the Contract Documents. Enforcement of the CONTRACTOR's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies the DISTRICT may have under the Contract Documents or at law or in equity for defective work. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations of the CONTRACTOR under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of the CONTRACTOR to correct the defective work and in no way limits either the CONTRACTOR's liability for defective work or the time within which proceedings may be commenced to enforce the CONTRACTOR's obligations under the Contract Documents.

45. **ASSURANCE OF PERFORMANCE**

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

46. **TERMINATION BY CONTRACTOR FOR CAUSE**

The CONTRACTOR shall have the right to terminate this Agreement only upon the occurrence of one of the following:

- a) Provided that the DISTRICT has not commenced reasonable action to remove any order of a court within the ninety (90) day period, the Project is stopped for ninety (90) consecutive days, through no act or fault of the CONTRACTOR, any subcontractor, or any employee or agent of the CONTRACTOR or any subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- b) The DISTRICT fails to perform any material obligation under the Contract Documents and fails to cure such default within thirty (30) days, or the DISTRICT has not commenced to cure such default within thirty (30) days where such cure will require a reasonable period beyond thirty (30) days and diligently prosecutes the same to completion, after receipt of notice from the CONTRACTOR stating the nature of such default.
- c) Repeated suspensions by the DISTRICT, other than such suspensions as are agreed to by the CONTRACTOR, which constitute in the aggregate more than 20% of the Contract Time.

Upon the occurrence of one of the events listed in above, the CONTRACTOR may, upon ten (10) days additional notice to the DISTRICT, and provided that the condition giving rise to the CONTRACTOR's right to terminate is continuing, terminate this Agreement.

Upon such termination by the CONTRACTOR, the DISTRICT shall pay to the CONTRACTOR the sum of the following:

- a) The amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination, less sums previously paid to the CONTRACTOR;
- b) Plus an amount equal to 5% of the difference between the contract value and the amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination;
- c) Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Project;



- d) Plus any proven losses with respect to materials and equipment directly resulting from such termination;
- e) Plus reasonable demobilization costs;
- f) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

Such payment will be the sole and exclusive remedy to which the CONTRACTOR is entitled in the event of termination of this Agreement by the CONTRACTOR pursuant to this section; and the CONTRACTOR will be entitled to no other compensation or damages and expressly waives the same.

47. **TERMINATION BY DISTRICT FOR CAUSE**

The DISTRICT will have the right to terminate this Agreement for cause at any time after the occurrence of any of the following events:

- a) The CONTRACTOR becomes insolvent or files for relief under the bankruptcy laws of the United States.
- b) The CONTRACTOR makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- c) A receiver is appointed to take charge of the CONTRACTOR's property.
- d) The commencement or completion of any activity on the critical path is more than thirty (30) days behind the date set forth in the Contract Time for such activity, and which results in an inexcusable delay.
- e) The CONTRACTOR abandons the Project.

Upon the occurrence of any of the following events, the DISTRICT will have the right to terminate this Agreement for cause if the CONTRACTOR fails to promptly commence to cure such default and diligently prosecute such cure within five (5) days after notice from the DISTRICT, or within such longer period of time as is reasonably necessary to complete such cure:

- a) The CONTRACTOR persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Project in accordance with the Contract Documents.
- b) The CONTRACTOR fails to make prompt payment of amounts properly due subcontractors after receiving payment from the DISTRICT.
- c) The CONTRACTOR disregards applicable code requirements.
- d) The CONTRACTOR persistently or materially fails to execute the Project in accordance with the Contract Documents.
- e) The CONTRACTOR is in default of any other material obligation under the Contract Documents.
- f) The CONTRACTOR persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to in above, the DISTRICT may, at its election and by notice to the CONTRACTOR, terminate this Agreement and take possession of the Project site(s) and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; accept the assignment of any or all of the subcontracts; and then complete the Project by any method the DISTRICT may deem expedient. If requested by the DISTRICT, the CONTRACTOR shall remove any part or all of the CONTRACTOR's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site(s) within seven (7) days of such request; and if the CONTRACTOR fails to do so, the DISTRICT may remove or store, and after ninety (90) days sell, any of the same at the CONTRACTOR's expense.

If this Agreement is terminated by the DISTRICT as provided in this section, the CONTRACTOR shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of the Project by the DISTRICT.

If the unpaid balance of the contract value exceeds the cost of completing the Project, including all additional costs and expenses made necessary thereby, including costs for the DISTRICT's staff time, plus all losses sustained, including any liquidated damages provided under this Agreement, such excess shall be



paid to the CONTRACTOR. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the contract value, the CONTRACTOR shall pay such excess to the DISTRICT.

No termination or action taken by the DISTRICT after termination shall prejudice any other rights or remedies of the DISTRICT provided by law or by the Contract Documents upon such termination; and the DISTRICT may proceed against the CONTRACTOR to recover all losses suffered by the DISTRICT.

48. **TERMINATION BY DISTRICT FOR CONVENIENCE**

The DISTRICT may, at its option, terminate this Agreement, in whole or from time to time in part, at any time by giving notice to the CONTRACTOR. Upon such termination, the CONTRACTOR agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the CONTRACTOR, the DISTRICT shall pay the CONTRACTOR as outlined below.

Upon receipt of notice of termination under this section, the CONTRACTOR shall, unless the notice directs otherwise, do the following:

- a) Immediately discontinue work on the Project to the extent specified in the notice.
- b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Project as is not discontinued.
- c) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Project.
- d) Thereafter do only such work as may be necessary to preserve and protect work on the Project already in progress and to protect materials, plants, and equipment on the Project site(s) or in transit thereto.

Upon such termination, the obligations of this Agreement shall continue as to portions of the Project already performed and, subject to the CONTRACTOR's obligations outlined above, as to bona fide obligations assumed by the CONTRACTOR prior to the date of termination.

Upon such termination, the DISTRICT shall pay to the CONTRACTOR the sum of the following:

- a) The amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination, less sums previously paid to the CONTRACTOR;
- b) Plus an amount equal to 5% of the difference between the contract value and the amount of the contract value allocable to the portion of the Project properly performed by the CONTRACTOR as of the date of termination;
- c) Plus previously unpaid costs of any items delivered to the Project site(s) which were fabricated for subsequent incorporation in the Project;
- d) Plus any proven losses with respect to materials and equipment directly resulting from such termination;
- e) Plus reasonable demobilization costs;
- f) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the CONTRACTOR is entitled in the event of termination of this Agreement by the DISTRICT pursuant to this section; and the CONTRACTOR will be entitled to no other compensation or damages and expressly waives same.

49. **DISPUTE RESOLUTION AND CONTINUANCE OF WORK**

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. The CONTRACTOR or the DISTRICT may demand in writing an informal meet and confer conference to attempt to settle any matter in dispute. If the Parties are unable to settle the dispute, the matter shall be submitted to mediation, pursuant to the terms of California Public Contract Code 9204(d)(2)(B). Pending resolution of this dispute, the CONTRACTOR agrees to continue the Project diligently to completion. If the dispute is not resolved, the CONTRACTOR agrees it shall neither rescind this Agreement nor stop the progress of the Project. If the matter is not resolved after mediation, the CONTRACTOR's sole remedy shall be to submit such controversy to binding arbitration. Such arbitration shall be conducted in



accordance with California Code of Civil Procedure 1280-1294.4 which provisions are expressly incorporated herein. The prevailing party shall be entitled, as part of its costs, to a reasonable attorney's fee to be fixed by the court or the arbitrator.

50. **ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS**

In accordance with California Public Contract Code Section 7103.5, the CONTRACTOR and any subcontractors offer and agree to assign to the DISTRICT all rights, title, and interest in and to all causes of action the CONTRACTOR or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgement by the Parties.

51. **CLAIMS**

In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the CONTRACTOR and the DISTRICT.

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be delivered within twenty-one (21) calendar days after the occurrence of the event giving rise to such claim or within twenty one (21) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Failure to submit a claim within the specified time frame shall be reason to reject the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) For claims of less than fifty thousand dollars (\$50,000), the DISTRICT shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.
- c) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the DISTRICT shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the DISTRICT and the CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.
- d) If the CONTRACTOR disputes the DISTRICT's written response, or the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within fifteen (15) days of receipt of the DISTRICT's response or within fifteen (15) days of the DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the DISTRICT shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f) This article does not apply to tort claims and nothing in this article is intended nor shall be



construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the DISTRICT and the CONTRACTOR:

- a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties. The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- c) Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who is receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- d) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

In accordance with California Public Contract Code Section 20104.6, the DISTRICT shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement. In any suit filed under Public Contract Code Section 20104.4 concerning the Agreement, the DISTRICT shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

52. **CHOICE OF LAW**

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

53. **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 the 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.

54. **ACCESS AND RETENTION OF RECORDS**

The CONTRACTOR shall provide the DISTRICT and its designees, upon request, access to all records related to this Agreement, and the CONTRACTOR shall maintain its records related to this Agreement for a period of not less than five (5) years after the final payment to the CONTRACTOR is made by the DISTRICT.

55. **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.

56. **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.

57. **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 the 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.

58. **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: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670

To CONTRACTOR: Ample Electric Inc.  
Attn: Jose Diaz, President  
PO Box 456  
Winters, CA 95695

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.



59. **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.

**DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Todd Harms, Fire Chief

By: \_\_\_\_\_  
Jose Diaz, President

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

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

**EXHIBIT A**  
**Scope of Work**

The CONTRACTOR shall furnish and install new natural gas powered emergency standby generator system(s) at one or more District facilities (Project). The CONTRACTOR will provide all labor, tools, equipment, and materials to perform the services outlined below.

**1. SCOPE OF WORK**

The CONTRACTOR shall be responsible for all aspects of the Project including, but not limited to:

1. Developing and maintaining the Project schedule.
2. Validating that final equipment specifications meet the power needs for the selected site(s), including any necessary load testing and integration with existing power distribution system.
3. Furnishing, delivering, and installing all equipment, improvements, foundations, and components required for a fully functioning and operational emergency standby generator system(s), in accordance with all applicable codes and regulations.
4. Obtaining all required approvals and permits from the Authorities Having Jurisdiction (AHJ) and coordinating with applicable regulatory and utility agencies.
5. Perform onsite start-up and commissioning of the new system(s).
6. Provide operator and maintenance training for the new system(s).
7. Warranty all services and equipment provided as part of the Project, for a minimum of 1 year following acceptance of the completed Project by the DISTRICT.

**2. GENERAL REQUIREMENTS/SPECIFICATIONS**

The following represent general requirements and/or specifications for the Project:

1. Project must be complete no later than February 15, 2022.
2. CONTRACTOR shall obtain all required permits and approvals for the Project.
3. CONTRACTOR shall ensure that their performance of the Project does not disrupt operations at the selected site(s). Any required outages shall be coordinated closely with the DISTRICT.
4. All installation and equipment provided shall comply with all applicable regulatory codes and standards including, but not limited to: AISC, IBC, NFPA 37, NFPA 70, NFPA 72, NFPA 110, NEC, and any state and local building codes, including those regarding placement and noise.
5. CONTRACTOR shall ensure installation is in accordance with any operational site constraints identified by the DISTRICT.
6. Initial field testing and startup/commissioning of the engine-generator set shall be performed by a factory qualified representative from the supplier/manufacturer of the product. Testing shall include a full load test (2 hours) at 100% with an electrical inspector onsite. CONTRACTOR shall provide all testing reports to the District.
7. Operator and maintenance training shall be provided by a manufacturer's representative after the completion of the equipment testing and commissioning. Training shall include a review of equipment operation, documentation, and site-specific design. CONTRACTOR shall provide the DISTRICT with all training and maintenance manuals and instructions.
8. Equipment furnished under this contract must be a standard catalogue item for which printed literature and specifications are available. Final equipment selection must be approved by the District prior to installation.
9. All equipment or products provided must be new models and newest model year.
10. The furnished system shall automatically provide backup power to the entirety of the selected site(s) in the event of an interruption in the utility power supply, in order to ensure continuity of operations. Standby Power Rating must meet the power needs of the facility.
11. Startup of generator, transfer/switching from utility power to generator power, and transfer/switching back to the utility supply upon restoration of power (after a programmed time delay) shall be completely automatic, with no manual operations required.
12. The fuel source for the new generator(s) shall be natural gas, 4 cycle, radiator and fan cooled. All proposed sites currently have natural gas service. CONTRACTOR shall be responsible for ensuring furnished equipment is in accordance with the size/capacity of existing supply lines.
13. Furnished equipment shall meet or exceed UL2200, UL1008, and ISO9001 standards.



14. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance.
15. CONTRACTOR shall provide the following at each generator to be fed from existing power sources in order to operate regardless of generator status:
  - a) Area lighting with photovoltaic (dusk-to-dawn) controls
  - b) 120V receptacles
  - c) Generator block heaters
  - d) Generator battery chargers
16. CONTRACTOR shall provide a remote monitoring panel to indicate the status of the associated standby generator and automatic transfer switch. Remote monitoring must include notification capability.
17. Any required generator enclosures shall be weatherproof for outdoor installation (minimum temp 0 °F) with sound attenuation.
18. Automatic transfer switch must be service rated where required, with an integral service disconnect/overcurrent protection circuit breaker for normal utility supply, vendor standard controls, programmable exercise timer, and a NEMA 3R enclosure when installed outdoors.
19. Equipment shall be installed in accordance with applicable manufacturer's instructions as well as instructions included in the listing or labeling of UL listed products.
20. CONTRACTOR shall be responsible for making all connections to existing panel boxes, required interfaces with utility providers, and provide all required enhancements or updates to the electrical lines.
21. CONTRACTOR shall ensure existing electrical circuit breakers are replaced with code compliant circuit breakers.
22. CONTRACTOR shall have a local service availability and factory trained service technicians to provide warranty service on all products provided for a minimum of 1 year upon Project completion. The service provider must be on-call 24 hours per day and shall maintain an inventory of critical replacement parts at its local location and in service vehicles. Warranty shall also include the performance of manufacturer recommended annual maintenance and load bank testing at the conclusion of the 1-year warranty period. CONTRACTOR shall provide the DISTRICT with all warranty information and documentation.
23. CONTRACTOR shall restore any landscaping, paving, etc. disturbed by the installation to its original state or, where necessary, an alternative state upon DISTRICT approval.
24. All work performed on the project (electrical, mechanical, civil, etc.) must be performed by contractors with current licenses that are valid for the type of work performed.

**EXHIBIT B**  
**Project Schedule**

**Insert Approved Schedule**



**EXHIBIT C**  
**Payment Terms**

1. **PAYMENT**

The fees for services performed under this Agreement are outlined below:

PROJECT SITE	LUMP SUM FEE
Station 24 – 4942 College Oak Dr., Sacramento, CA 95841	\$206,138
Station 25 – 7352 Roseville Rd., Sacramento, CA 95842	\$122,188
<b>TOTAL CONTRACT VALUE</b>	<b>\$328,326</b>

2. **PAYMENT TERMS**

Payment will be made to the CONTRACTOR in accordance with the following:

1. **Basis of Payment.** Payment shall be made for work actually performed on a percent completed basis. Applications for payment shall specify the percentage of completion as to each milestone that is subject to the application, and no advance payment shall be made for the goods or services furnished by the CONTRACTOR pursuant to the Agreement. The CONTRACTOR shall accept a purchase order from the DISTRICT with Net 45 day payment terms from the date of the application for payment.
  
2. **Applications for Payment.** Applications for payment shall be provided to the DISTRICT no less than monthly. To be eligible for payment, the CONTRACTOR's applications for payment shall include a copy of internal certified payroll reports from the CONTRACTOR and any subcontractors, and all necessary supporting documentation (such as fringe benefits statement), prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the CONTRACTOR and any subcontractors engaged in the performance of the Project during the preceding months. The certified payroll records shall be on the forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division (<https://www.dir.ca.gov/ilse/DLSE-PublicWorks.htm>). Separately, the CONTRACTOR and all subcontractors shall also submit their certified payroll records directly to the Labor Commissioner using the DIR's data-driven electronic Certified Payroll Record (eCPR) reporting system as required by the Agreement. Applications for payment will not be processed without the required internal certified payroll reports and verification that such certified payroll reports have been uploaded to the DIR as described herein. Copies of submitted eCPRs may be provided to the District as a supplement to the required internal certified payroll reports, but in no way shall be considered a substitute for the required internal certified payroll reports. Failure to comply with these requirements or to provide an application for payment in conformance with this section may delay payment.
  
3. **Retention.** From each progress payment, the DISTRICT shall withhold a 5% retention as security for final performance on the Project. Pursuant to Public Contract Code Section 22300 et seq., the CONTRACTOR shall be allowed to make substitution of securities as set for in that section. Such substitution shall be permitted up to one time during each payment period. Retention shall be released upon Final Completion and shall be included in the CONTRACTOR'S final application for payment. Payout of progress payments will not be construed as acceptance of the work performed. If the CONTRACTOR has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the CONTRACTOR and the DISTRICT have executed an escrow agreement, the DISTRICT will make payments to the CONTRACTOR'S escrow agent in accordance with such escrow agreement.
  
4. **Final Payment.** The District shall pay the CONTRACTOR'S final application for payment and release retention in accordance with applicable law and this section, following acceptance of the Project provided that:
  - a) The CONTRACTOR has furnished satisfactory evidence that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the DISTRICT.
  - b) No claim has been presented to the DISTRICT by any person based upon any acts or omissions of the CONTRACTOR or any subcontractor engaged in the performance of the Project.
  - c) No other claim or dispute exists under the Agreement or applicable law concerning payment of the CONTRACTOR'S final invoice and/or release of the Agreement retention.
  - d) The CONTRACTOR'S application for final payment contains a written waiver of all claims against the DISTRICT of which the CONTRACTOR may not yet have asserted at the time of the submission of the application for final payment.





# Sacramento Metropolitan Fire District

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

DATE: September 23, 2021  
TO: Board of Directors  
SUBJECT: Emergency Medical Services (EMS) Supplies and Pharmaceuticals Purchases from Vendor Life-Assist Inc.

## TOPIC

Staff seeks Board of Directors approval for the purchase of EMS supplies and pharmaceuticals from vendor Life-Assist Inc. utilizing NPPGov contract PS20180.

## BACKGROUND

The District currently has a non-exclusive agreement in place with Life-Assist Inc. for the purchase of EMS supplies. This agreement will expire in October 2021. Life-Assist Inc. is a local business based out of Rancho Cordova that has maintained a professional and reliable business relationship with the District for many years. Life-Assist Inc.'s easy ordering process, high level of customer service, and ability to keep product in stock despite the current pandemic has allowed Metro Fire to keep the medic supply inventory consistently stocked.

## DISCUSSION

NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. The contracts made available by NPPGov are created through a competitive public solicitation by a Lead Public Agency.

On November 12, 2020, Lead Agency League of Oregon Cities (LOC), in cooperation with NPPGov, issued a Request for Proposal (RFP) for Public Safety Medical Supplies, Equipment and Monitors (Solicitation No. 1935). This RFP contained provisions to permit members of NPPGov to "piggy-back" off of a resulting Master Price Agreement (MPA). LOC utilized a competitive RFP process where vendor proposals were evaluated based upon "best value." LOC received proposals from eight vendors, including Life-Assist Inc. After evaluating the proposals, Life-Assist, Inc. was selected as a successful proposer by LOC.

NPPGov contract PS20180 was created as a result of this solicitation. Under this contract, Life-Assist Inc. is offering a 31% discount off list price of products purchased by Metro Fire. After analyzing the District's Life-Assist Inc. EMS purchases from the 20/21 fiscal year, it was determined that this contract would provide further savings from the pricing the District currently receives from Life-Assist Inc.



Metro Fire is a member of NPPGov (member # M-5702392) and is thus eligible to utilize this contract. The solicitation process utilized for this contract is in line with the processes outlined in the District's Purchasing and Contracting Policy.

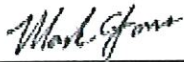
**FISCAL IMPACT**

Funds for EMS supply and pharmaceutical purchases are designated in the FY21/22 final budget. Usage of this contract will provide the District additional savings on products purchased from Life-Assist Inc.

**RECOMMENDATION**

Staff recommends the Board allow the District to purchase Emergency Medical Supplies and Pharmaceuticals from Life-Assist Inc. through the utilization of NPPGov contract # PS20280. This contract expires in May of 2026.

**Submitted by:**



\_\_\_\_\_  
Mark Jones  
Purchasing Manager



\_\_\_\_\_  
Tyler Wagaman  
Deputy Chief - Support Services

## Sac Metro Fire



## NPP Proposal

Emergency Medical Supplies and Pharmaceuticals

SUBMITTED BY:



## Proposal for Emergency Medical Supplies and Pharmaceuticals

Sacramento Metro Fire  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670

Life-Assist would like to offer Sac Metro the opportunity to utilize our NPPGov contract. NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Contracts are created through a public solicitation by a Lead Public Agency.

This allows Sac Metro the option of buying off a national contract without having to go through the RFP process. This provides Sac Metro the opportunity to purchase from Life-Assist, getting the products and service they are accustomed to while meeting the requirements to purchase from a competitive bid award.

**Life-Assist will continue to provide Sac Metro with the freight credit of 3% for picking up their orders for the duration of this agreement.**

**NPP Discount rate: 31% discount on all website items  
15% discount on training products**

**Contract# PS20180  
Valid through 5/2026**

The attached pricing will be implemented upon mutual agreement and can be cancelled by either party with a 30-day notification.

*Cherise Akers*                      8/17/2021  
\_\_\_\_\_  
Cherise Akers, Contracts Manager                      Date

\_\_\_\_\_  
Mark Jones, Logistics/Purchasing Manager                      Date

Dedicated Support Team

## GROUND SUPPORT



### CHELSEA CAMP

**Account Manager**

[chelsea.camp@life-assist.com](mailto:chelsea.camp@life-assist.com)

Chelsea has been with Life-Assist for 17 years now. She began her career as a customer care representative, moving onto regional sales and then to Account Manager. She currently serves customers in the Northern California and Northern Nevada regions. With a degree in social work, Chelsea advocates for your best interest. She will always deliver a superior customer experience, offering the highest return on investment. Chelsea has an excellent reputation in the industry for providing the most up-to-date information on new product releases, industry shortages and industry trends.

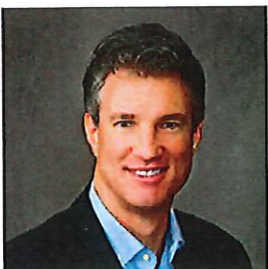


### CHERIE PRIOR

**Director of Sales**

[cherie.prior@life-assist.com](mailto:cherie.prior@life-assist.com)

With over 30 years of experience in the EMS industry, Cherie can anticipate customers' needs and makes sure her account managers in the Western region of the United States have all the tools necessary to fulfill them. She works closely with Chelsea and Customer Care to ensure that you consistently receive the highest level of service and support.



### BRYAN HOLLIDAY

**VP of Sales & Marketing**

[bryan.holliday@life-assist.com](mailto:bryan.holliday@life-assist.com)

Bryan is part of the executive leadership team at Life-Assist. He leads our Sales, Customer Care, Contracts and Products teams, as well as being involved with Marketing and Vendor Relations. He has been at Life-Assist for over six years and is responsible for the complete satisfaction of our customers. He is part of the Emergency Disaster Support team and is committed to providing first responders with service that is differentiated from others in the EMS industry.



Dedicated Support Team

## INTERNAL SUPPORT



### DAN GREYBILL

**Logistics Manager**

[dan.greybill@life-assist.com](mailto:dan.greybill@life-assist.com)

Dan began his career at Life-Assist 10 years ago. He started in our warehouse, moved to Purchasing, and then became the Warehouse Manager. He now oversees all the Operations departments, including Life-Assist's two warehouses, Purchasing and Quality Assurance. Dan keeps operations running smoothly and will make sure your orders are delivered to the right place at the right time in compliance with all the latest regulations.



### SEAN MOLLENTINE

**Regional Distribution Manager**

[sean.mollementine@life-assist.com](mailto:sean.mollementine@life-assist.com)

Two years ago, Sean joined the Life-Assist team to run our facility in Lenexa, Kansas, after operating an expansive facility for a large industrial parts distributor for six years. He manages our inbound and outbound operations for the Midwest, Southern and Eastern regions, maintains crucial compliance standards, and trains personnel to meet our standards. Sean ensures daily operational excellence and flexibility at Lenexa for all Life-Assist customers.



### MIKE LAGE

**Pharmaceutical Distribution Asst. Manager**

[mike.lage@life-assist.com](mailto:mike.lage@life-assist.com)

Mike joined Life-Assist 2 years ago as the Pharmaceutical Distribution Assistant Manager at our facility in Lenexa, Kansas. Before that, he handled pharmaceutical product inventory control for 7 years and worked in project management for over a year. Mike uses his experience, acute attention to detail, and focus on compliance to keep our pharmaceutical inventory up to date with the latest rules and regulations and to provide accurate, on-time delivery of pharmaceutical orders.



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

Date: September 23, 2021  
To: Board of Directors  
From: Todd Harms, Fire Chief  
SUBJECT: Sacramento Mobile Integrated Healthcare Pilot Project  
MOU Approvals

## BACKGROUND

Everyday across the Sacramento region, Metro Fire is on the frontline of patient care answering 911 calls. While some calls to 911 are truly life threatening emergencies requiring quick thinking, treatment to stabilize a patient, and transport to an Emergency Department (ED), it is well documented that many 911 calls are not life threatening emergencies.

On August 13, 2020, the Board of Directors approved a Memorandum of Understanding (MOU) between Metro Fire, the Hospital Council of Northern and Central California (Council), and the Healthcare Foundation of Northern and Central California (Foundation) for the Sacramento Mobile Integrated Healthcare (SacMIH) Pilot Project which aims to:

- Improve continuity of care for high utilizers of EMS and ED services;
- Reduce unnecessary EMS transports and ED visits;
- Reduce hospital readmissions;
- Reduce healthcare expenditures;
- Expedite appropriate care for patients calling 911

The Pilot Project would provide funding to Metro Fire for staffing, apparatus, and equipment for a one-year period. Due to the impacts of COVID-19, the Pilot Project was not implemented as originally intended, and its original term is now expired.

## DISCUSSION

Although the Pilot Project was never implemented as designed, this project is needed now more than ever for an increasing population of individuals with chronic illnesses and non-emergent needs. In 2020, Metro Fire responded to 98,181 incidents, the



majority of which were requests for medical aid, resulting in 50,349 patient transports to an ED. Approximately 40% of the transports did not require an advanced life support (ALS) level of care. Consequently, the EMS transport system and EDs in Sacramento County are increasingly and consistently strained. The COVID-19 pandemic has only strained the system more.

Metro Fire, along with its MOU partners, is now ready to move to Pilot Project forward. Metro Fire and its legal counsel has worked with the Foundation and the Council to update the MOU. In an effort to increase the capacity and reach of the Pilot Project, Metro Fire has also secured additional funding for the project from Sutter Valley Hospitals, and has negotiated an MOU to memorialize this partnership.

### FISCAL IMPACT

The MOU between Metro Fire, the Council, and the Foundation provides funding in the amount of \$736,090 for a one-year term. This funding has already been received by Metro Fire, pursuant to the expired MOU, and has been included in the FY2021/2022 Final Budget approved by the Board on September 9, 2021.

The MOU between Metro Fire and Sutter Valley Hospitals provides funding in the amount of \$368,045 for a three-year term. This funding will be added to the FY2021/2022 Final Budget through the approval of the attached budget amendments.

The combined total of \$1,104,135 in funding received is expected to fully fund the Pilot Project so that it is cost neutral to Metro Fire.

### RECOMMENDATION

Staff recommends the Board of Directors approve the attached resolution to authorize the Fire Chief to execute the attached MOUs for the Sacramento Mobile Integrated Healthcare Pilot Project, and approve the resolutions to amend the FY2021/2022 Final Budget for the Grants Fund (212G) and the General Operating Fund (212A).

**Submitted by:**



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Todd Harms  
Fire Chief

## MEMORANDUM OF UNDERSTANDING

### Sacramento Mobile Integrated Healthcare Pilot Project

This Memorandum of Understanding ("MOU," or "Agreement") is entered into and effective as of October 1, 2021 ("Effective Date") by and among (1) the Healthcare Foundation of Northern & Central California, a California nonprofit public benefit corporation (the "Foundation"), (2) the Hospital Council of Northern & Central California, a California nonprofit public benefit corporation (the "Council"), and (3) the Sacramento Metropolitan Fire District ("Metro Fire"), a California Special District established pursuant to the California Health and Safety Code, for the purpose of establishing and funding the Sacramento Mobile Integrated Healthcare Project.

**WHEREAS**, The Hospital Council of Northern and Central California is a nonprofit hospital and health system trade association. The Council carries out a wide range of health care related programs, including programs to reduce the impact of frequent users on hospital emergency departments. The Foundation is a tax-exempt, nonprofit public benefit corporation affiliated with the Council.

**WHEREAS**, Metro Fire is a special fire district established and operating as a public entity pursuant to the California Health and Safety Code. Metro Fire provides 911 emergency medical services (EMS) within its geographical scope of Sacramento and Placer Counties.

**WHEREAS**, a project to connect at-risk individuals with community resources and better utilize emergency services resources was conceptualized and organized by the Foundation and interested hospitals serving Sacramento and Placer Counties' residents, as is described in the October 2019 document "Improving Patient Care in Sacramento" released by the Council and attached hereto as Attachment A, and has come to be referred to as the Sacramento Mobile Integrated Healthcare Project ("SacMIH Project").

**WHEREAS**, pursuant to a separate agreement, two hospitals donated funds in the total amount of \$736,090 to the Foundation to be used for the purpose of establishing and operating the SacMIH Project ("Project Funds" ), and Foundation desires to release those funds to Metro Fire to operate the SacMIH Project with a goal of more efficiently addressing service needs of individuals within Sacramento and Placer Counties, and Metro Fire has agreed to operate the SacMIH Project under the terms and conditions of this agreement.

Accordingly, intending to be legally bound the parties agree as follows:

#### Agreement

##### 1. Project Scope

Metro Fire will operate the SacMIH Project for the benefit of the people of Sacramento and Placer Counties, pursuant to the SacMIH Project Scope attached hereto and incorporated herein as Exhibit I.

It is expressly understood and agreed by the parties that Metro Fire is at all times relevant to this Agreement acting independently from the Council and Foundation. Council and Foundation shall not have nor exercise any control or direction over the methods by which the Metro Fire performs the Project Scope. None of the parties to this Agreement is an employee, partner,



agent, joint venture partner of or with the other, and none of the parties has the right or authority to assume any obligation on behalf another party.

2. Representations of Council and Foundation

(a) Council and Foundation are merely facilitators of the launch of the SacMIH Project and do not seek to derive any direct benefit from this Agreement other than advancement of their respective nonprofit missions.

(b) Council and Federation have entered into legally binding agreement(s) with the hospitals who have donated funds to support start-up of the SacMIH Project and are transferring the entirety of such Project Funds to Metro Fire hereunder free and clear of any liens or encumbrances other than as expressly stated herein.

3. Representations of Metro Fire

(a) Metro Fire is authorized to perform the Project Scope pursuant to the California Health and Safety Code.

(b) Metro Fire will undertake all action necessary and obtain and maintain all approvals, permits, licenses, certifications, and competencies necessary to perform the Project Scope.

(c) Metro Fire assumes responsibility for operation of the Project and any and all risks and liabilities connected with such operation.

(d) Metro Fire will use commercially reasonable efforts to implement and operate the Project in accordance with Attachment A.

4. Financial Terms

(a) Within five (5) business' days of the Effective Date hereof, Foundation shall transfer the Project Funds to Metro Fire. These funds shall be used solely to carry out the functions and operations of the Project as described in Exhibit I and pursuant to the approved Budget, attached hereto as Exhibit II, for one year and for no other purposes. The budget is based upon funds received under the terms of this MOU, as well as funds received by Metro Fire from Sutter Valley Hospitals as described in subpart (b) below. In the event new funding sources are identified, Metro Fire will revise the total program budget to include the new funds, and Metro Fire will submit a revised budget for all participants for approval.

(b) The Foundation acknowledges and agrees, that in addition to the Project Funds transferred by the Foundation to Metro Fire, that Grant Funds will be contributed by Sutter Valley Hospitals to the SacMIH Project, pursuant to the terms of a separate Memorandum of Understanding regarding Grant Funds, a copy of which is attached as Exhibit III. Metro Fire, with these contributions will operate the SacMIH Project as described in this MOU. The contributed funds will be deposited in the Grant Fund account described below, which will be used to account for and report all SacMIH Project Funds.

(c) Metro Fire will submit one SacMIH Project budget detailing the expenditures of the project. Should additional funding sources exist in the future, those funding sources and the amounts of additional contribution will be identified and set forth in a revised budget to be approved by each party participating in the project.

(d) The Project Funds shall be deposited in Metro Fire's Grant Fund account, via ACH transfer within five business days of full execution of this MOU and the MOU between the grantors, the Foundation, and the Hospital Council to approve the transfer of project funds to Metro Fire.

(e) Within the Grant Fund account, a SacMIH Project account will be established. Metro Fire will utilize the SacMIH Project account to expend Project Funds and make payment of all costs necessary in the implementation and operation of the SacMIH Project. Metro Fire will make the Grant Fund accounting records applicable to the SacMIH Project available to residents of Sacramento and Placer Counties by publishing not less than quarterly via its publicly available website.

(f) Metro Fire will be responsible for paying all costs associated with operation of the SacMIH Project, including allocable indirect and overhead costs, from the Project Funds. Payment of costs and accounting of costs will be handled by the Finance Division for Metro Fire, utilizing the standard accounting practices of that office for receipt and accounting of public funds.

(g) Metro Fire shall provide reports of the current accounting, including all expenditures, and information on the status of the operation of the Project to residents of Sacramento and Placer Counties by publishing such reports not less than quarterly via its publicly available website.

(h) The parties acknowledge that Metro Fire's total budgeted amount for Project operations exceeds the Project Funds. The parties anticipate that additional project funding will become available. Notwithstanding, Metro Fire shall make downward Budget adjustments as necessary to ensure proper management and operations of the Project utilizing only then-available Project Funds. Nothing in this Agreement authorizes Metro Fire to exceed the Project Funds either in spending or commitment to spend. In the event that Metro Fire exceeds Project Funds in spending or commitment to spend, Metro Fire acknowledges there is no guarantee of additional project funding and Metro Fire shall bear all risk of loss from unreimbursed expenses related to the Project.

#### 5. Inspection of Records

During the term of this MOU, to the extent permitted by law, the Council, the Foundation, residents of Sacramento and Placer Counties, and their duly authorized representatives, upon reasonable notice, shall have access to the accounting records and other documents maintained by Metro Fire in connection with the implementation and the operation of the Project, and any other matters which relate to this MOU, and shall have the right to audit such records at any reasonable time or times during the Term of this MOU and for a period of up to 2 years after termination or expiration of this MOU.

#### 6. Term & Termination

(a) The term of this MOU shall be for a period of one year ("Term").

(b) This Agreement may be terminated by the Council, the Foundation or Metro Fire upon 30 days' written notice, with or without cause. Upon termination, Metro Fire shall:

(i) Provide to residents of Sacramento and Placer Counties, via its publicly available website, a final accounting of the SacMIH Project, including but not limited to all



expenses paid as of the date of termination, all expenses which are due and owing as of the termination, and any and all expenses for which Metro Fire is legally bound to pay through the next anniversary of the Effective Date;

(ii) Make every reasonable effort to terminate related contracts to minimize ongoing financial obligations of Metro Fire following from this Agreement and to avoid further reducing the principal of the Project Funds; and

(iii) Follow its usual and customary practices as governed by applicable law to retain, preserve, and protect any remaining Project Funds for use on a future implementation of the Project, or upon direction of its governing body return to the Council any Project Funds received for the first year of the Project that have not been expended or irrevocably committed for expenditure. In the event that the SacMIH Pilot Project is terminated at the end of the year period of this MOU, or sooner, any funds remaining in the SacMIH Project account, after payment of all outstanding costs will be returned to the Hospital Council, the Healthcare Foundation, and Sutter Valley Hospitals in proportion to their respective contribution to the Project.

(c) Upon termination or expiration, as between Metro Fire, the Council, and the Foundation, any equipment, vehicles, supplies, materials, or other property purchased, leased, or licensed by Metro Fire to perform the Project Scope shall remain the property of Metro Fire ("Project Assets"). Notwithstanding the foregoing, Metro Fire shall take all reasonable steps to preserve and maintain any such Project Assets in good working order for, and to facilitate availability for, future implementations of the Project.

#### 7. Choice and Application of Law

This agreement is executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California.

#### 8. Severability

In the event any term of this agreement shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable.

#### 9. Notices

All notices or communications required or permitted under this MOU shall be given in writing and shall be delivered to the Party to whom notice is to be given. Notice shall be delivered or sent to the Parties' addresses indicated below the signatures hereto, or such other address as provided, from time to time, pursuant to this Section.

#### 10. Amendment

This MOU constitutes the entire agreement of the parties with respect to the Project and may be amended only by a writing signed by the parties to be bound. Any notice required or permitted by this MOU shall be deemed delivered upon personal delivery or two (2) business days after posting in the U.S. Mail, first class postage prepaid, registered or certified, and addressed to the recipient at the address below, or any other address of which a party may give notice to the other parties.

11. The Public as Beneficiaries

Metro Fire is a public entity. As such, the beneficiaries of the obligations of Metro Fire under this MOU are the residents of Sacramento and Placer Counties.

12. Limitation of Liability

The parties agree that neither the Council nor the Foundation shall have any obligation or liability under this MOU or otherwise, except to provide and transfer the Project Funds directly to Metro Fire for the purposes described in this MOU as and when received. In consideration, Metro Fire agrees to indemnify, defend and hold the Council, the Foundation, and their respective officers, employees and agents harmless from and against any claim, cost or liability arising out of the performance of this MOU, except to the extent that any claim, cost or liability arises out of the Council's or Foundation's gross negligence or willful misconduct. The provision shall survive the termination of the Project and the termination of this MOU.

13. Dispute Resolution

Upon the request of any party, any controversy or claim (whether such claim originates in contract, tort, or otherwise) arising out of or related to this Agreement, or the breach hereof, shall be pursued in good faith through nonbinding, confidential mediation. Each party shall bear its own costs in mediation.

14. Compliance

Metro Fire shall comply with all applicable State and federal laws and regulations in the performance of the Project Scope, including without limitation the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that it shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, or marital status. Metro Fire shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin in accordance with Title VII of the Civil Rights Act of 1964. Metro Fire shall comply with Section 503 of the Rehabilitation Act of 1973, as amended (29

U.S.C. § 794), pertaining to the prohibition of discrimination against qualified disabled persons.

15. Access to Books and Records

Upon reasonable notice, Metro Fire shall make this Agreement and its books, documents, and records relating to the Project Scope, available to the Secretary of the Health and Human Services, the Comptroller General, or the duly authorized representative(s) of either of them, during business hours, until the expiration of (4) years after Metro Fire's Project activities were performed hereunder; provided, however, if any of Metro Fire's duties hereunder are carried out through a subcontractor, If such subcontract has a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Metro Fire shall obtain the written agreement of such subcontractor to make the subcontract as well as the subcontractor's books, documents, and records available to the same parties and to the same extent.



16. Assignment

This Agreement may not be assigned by any party without the express prior written consent of the other parties, except to the extent that such assignment is related to the transfer of all assets of a party related to a sale or acquisition of the majority of its business. Subject to such limitation, this Agreement shall be binding on, and inure to the benefit of, the respective parties' successors and assigns.

The parties hereto have executed this Agreement each by a duly authorized representative and as of the dates indicated below:

HOSPITAL COUNCIL OF  
NORTHERN AND CENTRAL CALIFORNIA

HEALTHCARE FOUNDATION  
OF NORTHERN AND CENTRAL CALIFORNIA

\_\_\_\_\_  
Name: Bryan Bucklew  
Title: President & CEO  
Date: September \_\_\_\_, 2021  
Address: 1215 K Street, Suite 730  
Sacramento, CA 95662

\_\_\_\_\_  
Name: Bryan Bucklew  
Title: President & CEO  
Date: September \_\_\_\_, 2021  
Address: 1215 K Street, Suite 730  
Sacramento, CA 95662

SACRAMENTO METROPOLITAN FIRE DISTRICT

\_\_\_\_\_  
Name: Todd Harms  
Title: Fire Chief  
Date: September \_\_\_\_, 2021  
Address: 10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

## Attachment A

### Hospital Council's September 2019 "Improving Patient Care in Sacramento"



## **Improving Patient Care in Sacramento** *Through Mobile Integrated Healthcare and Health Information Exchange*

September 2019

### **BOTTOM LINE UP FRONT**

Since 2016, the Hospital Council – Northern and Central California has convened health stakeholders in Sacramento County to develop innovative ways of providing emergency medical services (EMS) that will more appropriately address the root causes of patient health challenges, improve patient case management and maximize the capacity of the system to meet patient demand. **Sacramento Mobile Integrated Healthcare (SacMIH)** adapts proven best practices that have provided definitive care to patients in a more expeditious and comprehensive manner. Eventually, it is expected to also demonstrate reductions in ambulance trips to hospital emergency departments (ED). The partners participating in SacMIH have conducted extensive coalition building, research and discussion to refine the program. In the process, many ancillary healthcare stakeholders have expressed encouragement for the approach. With the approval of the Sacramento Metropolitan Fire District (Metro Fire) Board of Directors on September 26, SacMIH will be ready to initiate patient care in early 2020.

To optimize SacMIH, the same coalition has come together to create the **Sacramento Health Information Partnership (SHIP)**. Working under the guidance of the California Association and Health Information Exchanges (CAHIE), SHIP is a focused approach to improve interoperability and enable the exchange of health information among providers throughout the Sacramento region. SHIP is leveraging existing data use agreements, national standards for interoperability and investments in electronic systems. It is creating a privacy-protected pathway to exchange patient health information without the need to invest in a separate technology platform or stand up a burdensome governance structure. This approach will also enable meaningful data gathering and analysis to measure the effectiveness of SacMIH at a relatively low cost.

Although Metro Fire will operate SacMIH, local health systems have contributed the start-up funding to get the initiative off the ground for the first year. Dignity Health, Sutter Health, UC Davis Health and Kaiser Permanente committed Year 1 funding of \$1.47 million for SacMIH in October 2017. Together, the partners will seek to secure sustainable sources of revenue to maintain the program thereafter.

### **BACKGROUND**

In coalition with the four major health systems in the Sacramento Region (Dignity Health, Kaiser Permanente, Sutter Health and UC Davis Health) and local EMS agencies (Metro Fire and Sacramento Fire Department), the Hospital Council has convened discussions to promote the mobile integrated health model developed in Mesa, Arizona. The model pairs a mid-level



provider with a paramedic to address the health needs of patients with a record of high utilization of healthcare services. Working under the guidance of a medical director, a nurse practitioner or physician assistant has a scope of practice sufficient to treat and release patients in the field and connect them to community providers (i.e. primary care provider, outpatient clinic, write prescriptions for local pharmacy, etc.). Meanwhile, if during a patient encounter it is determined that emergency care is needed, the paramedic in the crew will take the lead in initiating established EMS protocols. Combining advanced level care and EMS capabilities in the same field unit results in timely patient care while reducing stress on area EDs and compressing health care costs.

### **OUTCOMES IN OTHER COMMUNITIES**

SacMIH is patterned on two successful programs. The Mesa Model merited a multi-year, \$12.5 million Innovation Grant from the Centers for Medicare and Medicaid Services (CMS) and was successfully adopted by Anaheim Fire and Rescue in Orange County, California. During the first two and a half years Mesa operated its program, it made 1,250 patient contacts. Of those, 40 percent of patients encountered were diverted from the ED. In Anaheim's first year, 479 patients were served. And, 58 percent of patients encountered were diverted from the ED.

It better achieves the Institute for Healthcare Improvement Triple Aim – improving the patient experience of care (including quality and satisfaction); improving the health of populations; and reducing the per capita cost of health care. ED diversion means patients received care more immediately without the wait often experienced by low-acuity patients who present at the ED. It preserves pre-hospital and hospital emergency services capacity for true emergencies. In Sacramento, it is expected to reduce ambulance patient offload times (“wall times”), decompress EDs and improve care coordination for patients. Not only has the Mesa Model resulted in reduced costs to health care institutions, but it also reduces health care costs for patients who would otherwise be obligated to pay for a share of the ambulance transport and ED bills.

More recently, the Cities of Los Angeles and Beverley Hills have initiated similar programs. Although Sacramento was at the cutting edge of developing mobile integrated healthcare in California when it started the work in 2016, other communities have progressed further in the meantime.

### **SACRAMENTO MOBILE INTEGRATED HEALTHCARE**

SacMIH is a three-year pilot project designed to prove the patient care success and cost effectiveness of the model in the capital region. At build-out, SacMIH will consist of two mobile units serving physical and behavioral health respectively. The objectives of the program are to:

- Improve continuity of care for high utilizers of EMS and ED services;
- Reduce unnecessary EMS transports and ED visits;
- Reduce hospital readmissions;
- Reduce health care expenditures;
- Expedite appropriate care for patients calling 911; and
- Provide appropriate care for behavioral health patients encountering 911 services;

Phase 1 will launch the **Community Care Response Unit (CCRU)** – the pairing of a mid-level practitioner and a paramedic to serve those with a history of extraordinarily high utilization of EMS. Metro Fire will consult with the partnering health systems to identify the highest utilizers of ambulance and emergency department services. Using this data, the CCRU will focus proactive attention on those patients so that they learn to access the right level of care in the right setting to better manage chronic and other non-emergent health needs. Project proponents expect that it will address the underlying health concerns in a more comprehensive way by connecting patients with a more appropriate level of care and improved education in self-care. This, in turn, will preserve pre-hospital and hospital EMS capacity and control costs.

Phase 2 consists of dispatching the CCRU to non-emergent patients calling 911. The CCRU could make six to eight patient contacts per day, because a crew may spend an hour or two with each patient rather than the typical 15- to 30-minute response and ED transport that Metro Fire units now does. When the CCRU is not responding to a low-acuity call routed through the 911 dispatch system, it would make proactive follow up with high utilizers. Although the medical director for the Sacramento County Emergency Medical Services Agency has expressed concerns about any such changes to the 911 dispatch system, the SacMIH coalition reached agreement with him and the senior Sacramento County staff and Board of Supervisors in 2018 that it will only advance to Phase 2 after Phase 1 shows itself to be successful and after additional consultation.

In Phase 3, a **Behavioral Health Response Unit (BHRU)** will serve behavioral health patients, whose high utilization of EMS and ED resources also place great strain on the system. It pairs a behavioral health worker with a paramedic to respond to medically-cleared persons in crisis. If necessary, this unit would assess the behavioral health needs and connect patient to appropriate services (i.e. county behavioral health urgent care center, substance abuse service, Whole Person Care program, etc.). The BHRU could make four to 10 contacts per day, including with law enforcement and incarcerated individuals. Ideally, the CCRU and BHRU would work in concert. For example, in the case of encountering a patient who needs care in a behavioral health facility, the CCRU could medically clear the patient in the field, then the BHRU would address the behavioral health needs – all without transporting the patient to an ED.

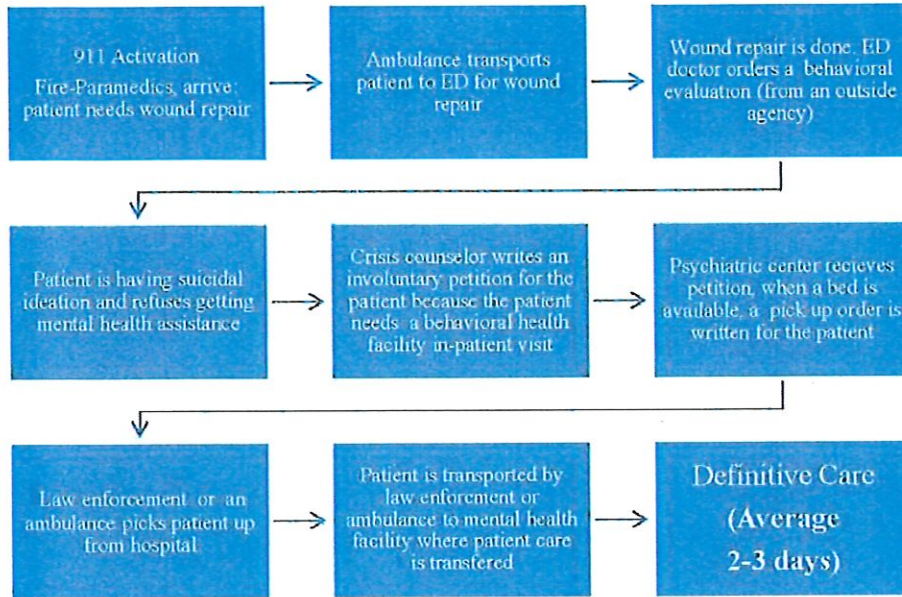
It is important to note that the City of Sacramento Fire Department (Sacramento Fire) played an integral part in the development of SacMIH from 2016 until early 2019. It was always the plan that while Metro Fire would operate the CCRU, Sacramento Fire would operate the BHRU. Due to the challenge of coordinating the work across so many partner organizations, the coalition decided to focus on helping Metro Fire stand up the CCRU first. After it is operational, the coalition plans to reengage Sacramento Fire to activate Phase 3, the BHRU.

Program decisions such as the days and hours of operation of the CCRU will be made by Metro Fire. The geographic scope of the program will be countywide, with the unit positioned in “hot spots” – areas where utilization of the service will have greatest effect – using Metro Fire and hospital patient data. **The anticipated implementation date for the SacMIH program is early 2020. The pilot phase is expected to last thirty-six months.**



The flow charts below contrast the existing EMS system with Phase 2 and 3 of the proposed SacMIH model.

**Patient Experience in Current EMS System**



**Patient Experience in Sacramento Mobile Integrated Healthcare**



## **ROLE OF MEDI-CAL MANAGED CARE PLANS**

Beginning in December 2016, the coalition has met with representatives of the Medi-Cal Managed Care plans serving Sacramento to promote SacMIH. From the outset, the health plans have expressed enthusiasm for the program. Moving forward, all parties intend to maximize the care coordination capacity of the plans to help SacMIH mesh with other appropriate wrap-around services.

## **SACRAMENTO HEALTH INFORMATION PARTNERSHIP**

The same parties which are collaborating to launch SacMIH have also worked diligently since 2016 to create a data system to support it, known as SHIP. The system will help manage patient care across providers and track patient outcomes. Providers on the CCRU and BHRU will be able to connect with health system records to offer better care in the field and connect patients to the most appropriate resource.

The coalition has devised a way to accomplish health information exchange (HIE) by enhancing the interoperability of existing the electronic health record (EHR) systems of the hospitals and electronic patient care record (EPCR) systems of the ambulance providers. SHIP will do this by basing data exchange on national standards used by the largest HIE networks, many of which the local health systems already support. What is missing is a connective technology that links EHRs and EPCRs. The SHIP Steering Committee interviewed four different technology vendors to determine which could best help us accomplish this. In the end, only one appears to have the capability needed – ImageTrend, using its partner, Kno2. It is the vendor used by Metro Fire and CalEMSA among many other EMS providers.

The SacMIH units' EPCR system will access patient data managed by the hospitals' EHR through a federated query. This means that it will contact each EHR system, and each system will respond with any relevant patient data. The systems never relinquish control of the patient data and there is no need to pay a third party to manage the information systems.

SHIP is using SacMIH as its initial use case to create a viable HIE. Once operational, it can be expanded to include other providers and operate in additional jurisdictions. Conversations with Sacramento County Public Health, Sierra-Sacramento Valley Medical Society, federally qualified health centers, physician groups and other stakeholders have developed wide support for this HIE plan. It is a relatively low-cost, low-barrier-to-entry approach that will finally accomplish HIE in the capital region.

SHIP is evolving concurrently and in conjunction with SacMIH, however, it is also depending on SacMIH to begin operations in order to build the interoperable HIE.

Specifically for the initial SacMIH use case, SHIP intends to leverage the California Data Use and Reciprocal Support Agreement (CalDURSA), onto which all SacMIH participants (except for Kaiser Permanente) have already signed. The CalDURSA is a multi-party data sharing agreement that establishes common policies, procedures, and operational practices for trusted statewide health information sharing in California. This will allow for trusted exchange of information to support SacMIH.



As it evolves, SHIP is also considering onboarding to the California Trusted Exchange Network (CTEN), which is an existing framework that combines the CalDURSA, a common set of policies and procedures, and a lightweight technical infrastructure. The CTEN has already established a trusted environment for safe and secure sharing of health information across the state. In fact, CAHIE's other initiative – the Patient Unified Lookup System for Emergencies (PULSE) operates as a participant in the CTEN. It was first deployed for use in the fires that ravaged Northern and Southern California in 2017. Already, several SacMIH participants have or are independently onboarding to the CTEN: the California Emergency Medical Services Authority is already a participant, UC Davis is in the testing phase and Sutter Health is in the beginning phase of onboarding. Participating in the CTEN will allow SHIP to dive into analyzing the effectiveness of SacMIH, and will provide the necessary framework for other use cases, once it is ready to expand to them.

## **FINANCE & GOVERNANCE**

Dignity Health, Sutter Health, UC Davis Health, and Kaiser Permanente committed Year 1 funding of \$1,472,180 for SacMIH in October 2017. The Healthcare Foundation of Northern and Central California has so far collected \$1,104,135 of the funds. It is in the process of developing an MOU transferring all assets, liabilities and responsibilities to Metro Fire. It will contain provisions so that Metro Fire will use the money for the purposes stated herein, continue consulting with the Hospital Council periodically to further build out the program, and report outcomes to the funding partners. This MOU will be presented to the Metro Fire Board of Directors in the near future for the approval.

While the health systems do not plan to supply more than Year 1 funding, the Hospital Council is committed to helping Metro Fire develop sustainable revenue through research and advocacy. Opportunities for mobile integrated healthcare programs to bill for reimbursement already exist and are maturing. As this approach proves cost-effective in more and more jurisdictions, payors will create the means to support it.

## **THE TIME IS NOW**

SacMIH has progressed at an orderly, conservative and methodical pace in order to build a sustainable program. The principal partnering organizations, as well as several other health care stakeholders, understand how it will fit into the care continuum. There is widespread support for the concept. The model has already proven itself in multiple jurisdictions. Four years of intensive collaboration have prepared the way for success. The time is now to get SacMIH operating in the community.

Exhibit I

SacMIH Project Scope

Metro Fire shall:

a) Assign a Chief of Emergency Medical Services to oversee and supervise the administration of the Project, implementation and development of policies and procedures for Project operation. Ensure the EMS Chief reports to the Fire Chief on all matters related to the Project.

b) Appoint a Metro Fire Captain and firefighter/paramedic to provide required services for the Community Care Response Unit (CCRU), and other management responsibilities for operation of the Project.

c) Provide other staffing and acquire supplies, software, hardware and equipment, as described and identified in the Budget, including:

a. 1 Medical Director to oversee medical policies, procedures, and decisions related to patient care in the CCRU.

b. 1 or more Advanced Provider(s) (physician assistants and/or nurse practitioners) to serve in the CCRU.

Metro Fire will follow its mandated policies for issuance, review and acceptance of Requests for Proposals, selection of staff, and direct contracting.

d) Consult with the regional health care systems to learn more about demographics and issues faced by the highest and most frequent utilizers of ambulance and emergency department services.

e) Pay all direct and indirect costs and wages of Metro Fire personnel and staff, related tax obligations and withholding of any amounts required of employers by state and federal tax agencies.

f) Maintain sufficient programs of insurance to cover Metro Fire's potential liabilities hereunder, including but not limited to professional liability insurance, general liability insurance, and all other casualty and liability insurance that Metro Fire routinely maintains for its emergency medical services to the community, and these shall be extended to include coverage for all acts and omissions related to the Project.

g) Collect, review and report Project data, with publication not less than quarterly.

h) Train staff as necessary for the Project.

i) Conduct community engagement and education including but not limited to outreach and awareness communication to health care providers and social services agencies regarding the Project.

j) Provide a senior Project staff member as liaison to represent Metro Fire and participate in good faith at all meetings of any Steering Committee or other Project-related committee formed by hospitals and/or residents of Placer and Sacramento Counties.



Exhibit II

SacMIH Term Budget

Medical Director	\$65,000
Program Coordinator	\$225,000
Promotion Education	\$5,000
Response Unit	\$90,000
Fuel	\$10,000
Unit Equipment	\$60,000
Soft Supplies	\$19,000
Unit Maintenance	\$5,000
Advanced Provider	\$175,000
Firefighter Paramedic	\$190,000
Data Analyst	\$25,000
ImageTrend (software)	\$20,500
Radios (hardware)	\$20,000
Vehicle Insurance	\$500
OT cost for personnel	\$30,000
Training	\$10,000
IT	\$3,000
Provider Liability Insurance	\$21,000
Administrative costs	\$80,135
Contingent	\$50,000
Total	\$1,104,135

The above amounts represent Metro Fire's best estimate to carry out the objectives and functions of the Project. As the Project continues throughout the one-year period of the Project, should certain expenditures represented in the above categories exceed the amount budgeted, Metro Fire may allocate funds from other categories with available funds to cover necessary expenses. However, the total expenditures for the project will not exceed the total amount of the contributions for the one-year period of the Project.

Exhibit III

Memorandum of Understanding between  
Sacramento Metropolitan Fire District and Sutter Valley Hospital

(Attach executed MOU)



**SACRAMENTO METROPOLITAN FIRE DISTRICT  
and  
SUTTER VALLEY HOSPITALS**

**MEMORANDUM OF UNDERSTANDING  
REGARDING GRANT FUNDS**

This Memorandum of Understanding (“Grant MOU”) is entered into as of the dates indicated below, to be effective as of October 1, 2021 (“Effective Date”) by and between Sacramento Metropolitan Fire District (“Grantee”), a California special district, and Sutter Valley Hospitals, a California nonprofit benefit corporation (“SVH”).

**RECITALS**

WHEREAS, SVH operates several general acute care hospitals and an acute psychiatric hospital in the Valley area of Northern California (including facilities in Sacramento, California), and in conjunction therewith works to further its charitable mission of enhancing the well-being of people in the communities it services.

WHEREAS, Grantee is a special fire district that (in part) provides emergency medical services in the community.

**I. ACCEPTANCE OF GRANT**

The conditions set forth in this Grant MOU are deemed to be agreed to by the Grantee if the Grantee accepts any funds from SVH.

Grantee Contact:

Todd Harms  
Fire Chief  
10545 Armstrong Avenue, Ste. 200, Mather, CA 95655  
[harms.todd@metrofire.ca.gov](mailto:harms.todd@metrofire.ca.gov)

SVH Contact:

Kelly Brenk  
Manager, SVH External Affairs  
2700 Gateway Oak Drive, Sacramento, CA 95833  
[BrenkKM@sutterhealth.org](mailto:BrenkKM@sutterhealth.org)

Grant Amount: \$368,045.00

Grant Period: October 1, 2021 to December 31, 2024

Program Summary: Grantee operates the Sacramento Mobile Integrated Healthcare (“SacMIH”) program (the “Program”) which will be supported in part by the funding under this Grant MOU:

This program is supported by three (3) health systems located in the County of Sacramento (UCD, Sutter (via this Grant MOU) and Dignity) and will be managed by Grantee. This pilot Program pairs an advanced level provider with a paramedic to address the health needs of patients with a record of high utilization of healthcare services. The Program operates under the guidance of a medical director, a nurse practitioner, or physician assistant and a paramedic that are able to provide a scope of practice sufficient to treat patients in the field and connect them to healthcare providers in the community such as primary care providers. If during a patient encounter it is determined that emergency care is needed, the SacMIH paramedic will take the lead in initiating established EMS protocols and requesting resources for patient transport.

The vision is for SacMIH to start with one mobile unit: the Community Care Response Unit (“CCRU”). Initially SacMIH will utilize a repurposed ambulance provided by Grantee. The CCRU will focus on all services for medical health patients that are not related to behavioral health. In the future, SacMIH may expand to include a behavioral health unit. The CCRU will evaluate and serve non-emergent patients with a history of extraordinary utilization of frequenting local emergency departments and/or making requests for medical services by utilization of 9-1-1 emergency services. Grantee will identify patient contacts by utilizing heat maps to designated areas where high utilization non-emergent patients are located in order to focus services to that geographic area.

Outcome Objective: The SacMIH Program is designed to integrate within the 9-1-1 system and broader healthcare community to provide post-discharge follow up for patients following their hospitalization and to address the needs of our at risk citizens who lack access to resources.

Grantee and Grantor Roles: Grantee shall be and remain responsible for the operation and management of the Program and the use of all Grant Funds under this Grant MOU. The parties understand and agree that SVH is acting in the role of a grantor only, and is not involved in managing or supervising any operations of Grantee or the Program. The parties agree that SVH is not an employee, agent, or partner of, or joint venture party with, Grantee or the Program.

## II. REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

SVH will issue payment for the designated grant amount to the Grantee by the authorized Grantee representative and SVH authorized representative.

Payment Schedule: SVH agrees to pay Grantee Three Hundred Sixty-Eight Thousand and Forty-Five Dollars and Zero Cents (\$368,045.00) due on or before September 1, 2021.

Reporting Schedule: Grantee will share information with SVH about its accomplishments toward achieving the Program’s objectives, including changes that may have been made in objectives or in the strategy for accomplishing them, and problems encountered and whether and how they have been resolved. Please see attached Reporting Guidelines. See attached Addendum for details.

Mid-Year Reports Due: June 30, 2022; June 30, 2023; and June 30, 2024  
Calendar Year Reports Due: December 31, 2021; December 31, 2022; December 31, 2023; and December 31, 2024



### III. PUBLICITY

SVH is committed to improving the health of our community by supporting health programming by local grassroots and public agencies. We ask that the Grantee acknowledge SVH as a support organization on all published materials related to the subject matter of the grant award. Grantee grants to SVH the right and license to use Grantee's name, logos, photos and other similar information, subject to the prior written approval of Grantee. Grantee shall submit copies of all such publicity with its progress and final reports. **Any statement about SVH policy or staff must be cleared in advance with the contact person at SVH listed in Section I. Grantee shall not use any SVH or other Sutter Health name or logo, other than as expressly permitted in writing by the SVH contact person listed in Section I.**

### IV. BUDGET AND USE OF FUNDS

Funds must be used by the Grantee in accordance with the Program Summary and Outcome Objectives stated in Section I above. Any significant changes within the final budget (i.e. >10% of total grant amount) must be approved in advance by SVH. The budget for the initial year of the program is attached as Exhibit 2. This Budget is based upon funds received under the terms of this MOU, as well as funds received from the "Pilot Project MOU" described below. In the event new funding sources are identified, the Grantee will revise the total program budget to include the new funds, and Grantee will submit a revised budget for all participants for approval. Per IRS guidelines for community benefit reporting, SVH's contribution to Grantee is a donation that is restricted for use in carrying out Grantee's community benefit work focused on serving poor and/or underserved populations in Sacramento. Grantee's work will help address one or more of the significant community health needs in Sacramento.

### V. ACCOUNTING OF FUNDS

SVH acknowledges that the SacMIH program as described herein will operate pursuant to the terms of this Grant MOU and a separate Memorandum of Understanding for the Sacramento Mobil Integrated Healthcare Pilot Project entered into by and among the Healthcare Foundation of Northern California, a California Nonprofit Benefit Corporation, the Hospital Council of Northern and Central California, a California Nonprofit Public Benefit Corporation and the Sacramento Metropolitan Fire District, a California Special District (the "Pilot Project MOU"). For informational purposes only, a copy of that Pilot Project MOU is attached hereto as Exhibit 1. Notwithstanding any other provision of this Grant MOU, the parties acknowledge and agree that SVH is not a party to the Pilot Project MOU and shall not be bound by its terms, nor are the terms of the Pilot Project MOU being incorporated into this Grant MOU.

Pursuant to that Pilot Project MOU, the Healthcare Foundation and the Hospital Council will provide funding, which will be utilized to make payment of all costs necessary in the implementation and operation of the SacMIH Pilot Program.

The funds described in this Grant MOU shall be deposited in Metro Fire's Grant Fund account, within which a SacMIH Project account will be established. The grant funds represented by this Grant MOU will be deposited in that account, along with the funds contributed by the Healthcare Foundation and the Hospital Council, and will be used together to operate the Pilot Project. Grantee will provide reports of current accounting as described in the reporting guidelines, attached and incorporated herein.

In the event that the SacMIH Pilot Project is terminated prior to the end of the Grant Period (identified above), any funds remaining in the SacMIH account described above after payment of all outstanding costs, will be returned to SVH, the Healthcare Foundation, and the Hospital Council in proportion to their respective contribution to the SacMIH Pilot Project.

## VI. AUDIT

SVH reserves the right to conduct an audit on Grantee if SVH deems an audit to be appropriate and necessary in its sole discretion.

## VII. COLLABORATION AND COMMUNICATION

Grantee has designated the primary contact person identified in Section I, who shall collaborate and communicate on a regular basis with SVH and its grant evaluation team.

Grantee agrees to participate in an evaluation study that will include all Sutter Health grantees, for the purpose of describing the collective impact of the grantee cohort. Collective impact will include a combination of quantitative and qualitative data collection and analysis by an independent contractor selected by Sutter. Grantee will do the following: (1) meet with Sutter contractors within one month of grant award, to assess capacity and needs; (2) participate in development of an action plan for the ongoing evaluation; (3) coordinate data collection and comply with submission schedule; and (4) participate in a review of data findings to facilitate interpretation and reporting to SVH. Grantee will also participate, as requested by SVH, in periodic site visits, interviews with key staff or project management, focus group discussions with staff or client groups. Grantee should factor these expectations into the budget Grantee submits for funding from SVH, to allow for staff and administrative time required to participate in the evaluation study.

## VIII. INDEMNIFICATION

In accepting a grant from SVH, the Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless SVH, its officers, directors, affiliates, employees, representatives, agents, successors and assigns from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees, contractors, or agents, in applying for or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities,



losses or expenses result directly from any act or omission of SVH, its officers, directors, employees or agents.

VII. COUNTERPARTS

SVH is pleased to be able to make this grant award to your organization. This Grant MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed Grant MOU may be used as if it were the original Grant MOU.

\_\_\_\_\_  
Todd Harms, Fire Chief  
Sacramento Metropolitan Fire District

Date \_\_\_\_\_

\_\_\_\_\_  
Keri Thomas  
VP, External Affairs  
Sutter Valley Hospitals

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

**ADDENDUM  
SVH GRANTS PROGRAM  
REPORTING GUIDELINES**

**\*\*\* Please do NOT share any individually identifiable health information with SVH in connection with these reports.\*\*\***

**Mid-Year Report**

Please contact LPC ([Nick@lpc-associates.com](mailto:Nick@lpc-associates.com) and [Matt@lpc-associates.com](mailto:Matt@lpc-associates.com)) for full reporting needs and deadlines. Example of outcomes we collect include:

- Number of persons served
- Number of persons connected to primary care services
- Number of persons connected to mental health services
- Number of persons connected to social services

**Annual Report**

SVH is interested in your Program's outcomes and asks that you provide reporting twice a year – mid-year and calendar upon the end of Grantee's fiscal year ending June 30, 2022.

1. Review your grant objectives as stated in the Memorandum of Understanding. Please describe any achievements and outcomes related to these objectives.
2. Describe any significant objectives you were not able to complete by the end of the grant period and explain the circumstances. How might you do things differently next time?
3. You must report outcomes twice a year and include at least (but not limited to) the following data:
  - Number of persons served
  - Number of persons connected to primary care services
  - Number of persons connected to mental health services
  - Number of persons connected to social services

**Financial Summary**

In addition, Grantee shall submit a financial summary of the program, and will submit a fiscal year report ending June 30, 2022. The report will include the following:

1. Provide a programmatic budget breakout. This report should cover all project activities met to date with SVH funds.
2. Indicate any unused amount of SVH funds that remain unspent at the end of this reporting period.

Thank you. Please send reports to:  
Kelly Brenk – Manager, SVH External Affairs  
2700 Gateway Oak Drive, Sacramento, CA 95833  
[BrenkKM@sutterhealth.org](mailto:BrenkKM@sutterhealth.org)



**EXHIBIT 1  
PILOT PROJECT MOU**

**(Attach Pilot Project MOU)**

**EXHIBIT 2  
SACMIH TERM BUDGET**

Medical Director	\$65,000
Program Coordinator	\$225,000
Promotion Education	\$5,000
Response Unit	\$90,000
Fuel	\$10,000
Unit Equipment	\$60,000
Soft Supplies	\$19,000
Unit Maintenance	\$5,000
Advanced Provider	\$175,000
Firefighter Paramedic	\$190,000
Data Analyst	\$25,000
ImageTrend (software)	\$20,500
Radios (hardware)	\$20,000
Vehicle Insurance	\$500
OT cost for personnel	\$30,000
Training	\$10,000
IT	\$3,000
Provider Liability Insurance	\$21,000
Administrative costs	\$80,135
Contingent	\$50,000
Total	\$1,104,135

The above amounts represent Metro Fire's best estimate to carry out the objectives and functions of the Project. As the Project continues throughout the one-year period of the Project, should certain expenditures represented in the above categories exceed the amount budgeted, Metro Fire may allocate funds from other categories with available funds to cover necessary expenses. However, the total expenditures for the project will not exceed the total amount of the contributions for the one-year period of the Project.





# 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. \_\_\_\_\_

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

**A RESOLUTION APPROVING MEMORANDA OF UNDERSTANDING FOR THE  
SACRAMENTO MOBILE INTEGRATED HEALTH PILOT PROJECT**

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 759,000 throughout a 359 square mile area; and

**WHEREAS**, the Board of Directors approved a Memorandum of Understanding on August 13, 2020 between Metro Fire, the Hospital Council of Northern and Central California (Council), and the Healthcare Foundation of Northern and Central California (Foundation) for the implementation of the Sacramento Mobile Integrated Healthcare (SacMIH) Pilot Project, which was subsequently delayed due to COVID-19; and

**WHEREAS**, the approved MOU has expired and two new MOUs have been negotiated to move forward with the SacMIH Pilot Project.

**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 to execute the attached MOU between Metro Fire, the Hospital Council of Northern and Central California, and the Healthcare Foundation of Northern and Central California.
2. Authorize the Fire Chief to execute the attached MOU between Metro Fire and Sutter Valley Hospitals.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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



# Sacramento Metropolitan Fire District

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

## RESOLUTION NO.

TODD HARMS  
Fire Chief

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

#### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GENERAL OPERATING FUND 212A FOR THE FISCAL YEAR 2021/22

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has approved Memoranda of Understanding (MOU) with the Hospital Council of Northern and Central California, the Healthcare Foundation of Northern and Central California, and Sutter Valley Hospitals that designates \$1,104,135 in funding for the implementation of the Sacramento Mobile Integrated Health Pilot Project; and

**WHEREAS**, indirect costs to administer the project in the amount of \$80,135 are included in the approved MOU budget and will be transferred from the Grants Fund 212G to the General Operating Fund 212A; and

**WHEREAS**, on September 9, 2021, the District adopted the Final Budget for the General Operating Fund 212A for Fiscal Year 2021/22, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the General Operating Fund 212A for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
59599100	212A	2129212	2129212000	OPERATING TRANS IN (212G)	\$ 80,135
7400000	212A	2129212	2129212000	UNRESERVED FUND BALANCE	\$ 80,135

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

Sacramento Metropolitan Fire District

Attested by:

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

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





# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO.

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

#### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2021/22

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has approved Memoranda of Understanding with the Hospital Council of Northern and Central California, the Healthcare Foundation of Northern and Central California, and Sutter Valley Hospitals that designates \$1,104,135 in funding for the implementation of the Sacramento Mobile Integrated Health Pilot Project; and

**WHEREAS**, on September 9, 2021, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2021/22, which did not include this funding in full.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2021/22
10	212G	2126000	2126000000	SALARIES & EMPLOYEE BENEFITS	\$ 47,728
20	212G	2126000	2126000000	SERVICES & SUPPLIES	\$158,200
43	212G	2126000	2126000000	CAPITAL ASSETS - EQUIPMENT	\$ 50,000
50	212G	2126000	2126000000	OPERATING TRANSFER OUT (To 212A)	\$ 80,135
98	212G	2126000	2126000000	OTHER FINANCING SOURCE	\$368,045
7400000	212G	2126000	2126000000	UNRESERVED FUND BALANCE	\$ 31,982

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

**Attested by:**

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

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

ATTACHMENT:  
212G Budget Amendment Summary for FY2021/22 Schedule



## Expenditures and Other Financing Uses - Grants Fund

### Budget Amendment FY-2021-22

Acct	Description	FINAL BUDGET	AMENDED BUDGET	VARIANCE W/ FINAL BUDGET
110000	WAGES	\$ 481,808	\$ 529,536	\$ 47,728
120000	BENEFITS	100,464	100,464	-
<b>Total Labor Costs</b>		<b>582,272</b>	<b>630,000</b>	<b>47,728</b>
203500	EDUC/TRAINING SERVICES	2,500	-	(2,500)
203600	EDUCATION/TRAINING SUPPLIES	-	5,000	5,000
205100	INSURANCE LBLTY,PPTY,W/C,ETC.	500	21,500	21,000
219700	TELEPHONE SVCE:LINE FEES & CALLS	-	1,000	1,000
220500	VEHICLE MAINT SVC	5,000	5,000	(0)
223600	FUEL, OILS & LUBRICANTS	6,000	10,000	4,000
225200	MEDICAL EQUIP SUP	15,000	60,000	45,000
226500	COMPUTER INVENTORABLE EQUIPT.	-	2,000	2,000
227200	COMM EQUIP SUPPLY	10,000	60,000	50,000
244400	MEDICAL SUPPLIES	-	19,000	19,000
259100	OTHER SERVICE	100,800	90,000	(10,800)
281100	COMPUTER SERVICES	-	20,500	20,500
289800	OTHER SUPPLIES	-	50,000	50,000
289900	OTHER SERVICES	46,000	-	(46,000)
<b>Total Services and Supplies</b>		<b>185,800</b>	<b>344,000</b>	<b>158,200</b>
430100	VEHICLES	-	50,000	50,000
<b>Total Capital Outlay</b>		<b>-</b>	<b>50,000</b>	<b>50,000</b>

<b>Total General Operating Expenditures</b>	\$ 768,072		\$ 1,024,000		\$ 255,928
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Acct	Description	FINAL BUDGET	AMENDED BUDGET	VARIANCE W/ FINAL BUDGET
987010	OTHER PRIVATE FUNDING SOURCES	-	368,045	368,045
<b>Total Revenues</b>		<b>-</b>	<b>368,045</b>	<b>368,045</b>

Acct	Description	FINAL BUDGET	AMENDED BUDGET	VARIANCE W/ FINAL BUDGET
598000	TRANSFER OUT TO FUND A - GENERAL FUND	-	80,135	80,135
	CURRENT RESERVE FOR MIH PROGRAM AS OF 6/30/21	736,090	736,090	-

<b>Change to Unreserved Fund Balance</b>	\$ (31,982)		\$ -		\$ 31,982
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# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** September 23, 2021  
**TO:** Board of Directors  
**SUBJECT:** FY2020 Assistance to Firefighters Grant – Award Acceptance  
EMW-2020-FG-10931

## BACKGROUND

On February 10, 2021, the Sacramento Metropolitan Fire District (Metro Fire) submitted an application for funding totaling \$3,559,515 through FEMA's FY2020 Assistance to Firefighters Grant Program (AFG) for the replacement of 90 cardiac monitor/defibrillator units that are obsolete and beyond their useful life. Metro Fire's current inventory of monitors/defibrillators have manufacture dates from 2012. With an expected life of 5-7 years, these units have exceeded their useful life. The requested 90 units would replace the entire inventory of existing units, and ensure deployment in every front line response vehicle. The requested funding included the cost of the necessary equipment as well as a service agreement for maintenance and repair of the equipment.

## DISCUSSION

Metro Fire received a notification of award on September 10, 2021 in the amount of \$3,299,995.18 for the monitor/defibrillator replacement project. While a portion of the project was not funded due to AFG population-based maximum funding limits, this was already anticipated at the time of application, and Metro Fire is committed to providing the additional funding necessary to complete the project in its entirety in order meet state and local requirements and maximize cost savings through a large quantity purchase.

## FISCAL IMPACT

The grant award provides \$2,999,995.62 in Federal funds (91%) and requires a match of \$299,999.56 (9%). Grant funding for the full project in the amount of \$3,559,515 will be added to the FY2021/22 Final Budget, including \$2,999,995.62 in Federal funds, \$299,999.56 in required match from the General Fund, and \$259,519.82 in additional funds from the General Fund to fully fund the project. In total, the District's portion of the project will be \$559,519.38.

## RECOMMENDATION

Staff recommends adoption of the attached Grant Acceptance Resolution and Budget Amendment Resolutions.

Submitted by:

Erin Castleberry  
Administrative Specialist

RMarie Jones  
Accounting Specialist



# 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. \_\_\_\_\_

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

**A RESOLUTION ACCEPTING FY2020 ASSISTANCE TO FIREFIGHTERS GRANT**

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 759,000 throughout a 359 square mile area; and

**WHEREAS**, Metro Fire submitted a FY2020 Assistance to Firefighters Grant Program (AFG) application totaling \$3,559,515 for the replacement of 90 cardiac monitor/defibrillators; and

**WHEREAS**, Metro Fire received an award notification on September 10, 2021 in the amount of \$3,299,995.18 to fund the monitor/defibrillator replacement project.

**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. Accept a grant award in the amount of \$3,299,995.18 from the FY2020 Assistance to Firefighters Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents to the United States Department of Homeland Security (US DHS), Federal Emergency Management Agency (FEMA) in order to administer the funds awarded.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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





# Sacramento Metropolitan Fire District

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

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

TODD HARMS  
Fire Chief

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

**RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GENERAL OPERATING FUND 212A  
FOR THE FISCAL YEAR 2021/22**

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2020 Assistance to Firefighters Grant in the amount of \$3,299,995.18; and

**WHEREAS**, the grant award requires a match of \$299,999.56 (9%) and the project requires additional funding in the amount of \$259,519.82, both of which will be funded with a transfer from the General Operating Fund 212A to the Grants Fund 212G; and

**WHEREAS**, on September 9, 2021, the District adopted the Final Budget for the General Operating Fund 212A for Fiscal Year 2021/22, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the General Operating Fund 212A for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2021/22 INCREASE (DECREASE)
50598000	212A	2129212	2129212000	OPERATING TRANS OUT (212G)	\$559,519
7400000	212A	2129212	2129212000	UNRESERVED FUND BALANCE	(\$559,519)

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

**Attested by:**

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

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



# Sacramento Metropolitan Fire District

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

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

TODD HARMS  
Fire Chief

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

**RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GRANTS FUND 212G  
FOR THE FISCAL YEAR 2021/22**

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2020 Assistance to Firefighters Grant in the amount of \$3,299,995.18; and

**WHEREAS**, on September 9, 2021, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2021/22, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2021/22 INCREASE (DECREASE)
20225100	212G	2126000	2126000000	MEDICAL EQUIP SERVICE	\$ 550,865
43430300	212G	2126000	2126000000	EQUIPMENT	\$3,008,650
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	\$2,999,996
59599100	212G	2126000	2126000000	OPERATING TRANS IN (212A)	\$ 559,519

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

**Attested by:**

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

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





# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** September 23, 2021  
**TO:** Board of Directors  
**SUBJECT:** FY2020 Staffing for Adequate Fire & Emergency Response Grant Award  
EMW-2020-FF-00208

## BACKGROUND

On March 12, 2021, the Sacramento Metropolitan Fire District (Metro Fire) submitted an application for funding totaling \$11,496,721.15 through FEMA's FY2020 Staffing for Adequate Fire and Emergency Response Grant Program (SAFER) for the hiring of 21 firefighters in order to address staffing deficiencies and improve compliance with NFPA 1710 assembly requirements.

## DISCUSSION

Metro Fire received a notification of award on September 10, 2021 in the amount of \$11,496,721.15 to fully fund the request. The grant award will fund 21 firefighter positions for a period of 3 years.

## FISCAL IMPACT

Federal funding in the amount of \$3,426,151 will be added to the FY2021/22 Final Budget. The remaining funding will be budgeted in future fiscal years in accordance with the 3-year performance period. There is no match requirement.

## RECOMMENDATION

Staff recommends adoption of the attached Grant Acceptance Resolution and Budget Amendment Resolution.

Submitted by:

  
Erin Castleberry  
Administrative Specialist

  
RMarie Jones  
Accounting Specialist



# 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. \_\_\_\_\_

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

**A RESOLUTION ACCEPTING FY2020 STAFFING FOR ADEQUATE FIRE AND  
EMERGENCY RESPONSE GRANT**

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 759,000 throughout a 359 square mile area; and

**WHEREAS**, Metro Fire submitted a FY2020 Staffing for Adequate Fire and Emergency Response Grant (SAFER) application totaling \$11,496,721.15 for the hiring of 21 firefighters; and

**WHEREAS**, Metro Fire received an award notification on September 10, 2021 in the amount of \$11,496,721.15 to fund 21 firefighter positions for a period of 3 years.

**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. Accept a grant award in the amount of \$11,496,721.15 from the FY2020 Staffing for Adequate Fire and Emergency Response Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents to the United States Department of Homeland Security (US DHS), Federal Emergency Management Agency (FEMA) in order to administer the funds awarded.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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





# Sacramento Metropolitan Fire District

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## RESOLUTION NO.

TODD HARMS  
Fire Chief

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

#### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2021/22

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2020 Staffing for Adequate Fire and Emergency Response Grant in the amount of \$11,496,721.15; and

**WHEREAS**, on September 9, 2021, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2021/22, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
10111000	212G	2126000	2126000000	SALARIES	\$1,673,372
10121011	212G	2126000	2126000000	PERS SAFETY	\$1,752,779
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	\$3,426,151

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

**Attested by:**

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

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Clerk of the Board