



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

## AMENDED AGENDA BOARD OF DIRECTORS - SPECIAL MEETING

**Thursday, April 23, 2020 – 6:00 PM**

**Held Remotely at Cisco Webex Meetings**  
**+1-408-418-9388**  
**Access code: 965 257 643 #**

*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.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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. To facilitate this process, the meeting of the Board will be available by:

**Held Remotely at Cisco Webex Meetings**  
**+1-408-418-9388**  
**Access code: 965 257 643#**

Note: The meeting is being held solely by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board solely through the phone number set forth above, except that 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 twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Melissa Penilla

Board Clerk

(916) 859-4305

[Penilla.melissa@metrofire.ca.gov](mailto:Penilla.melissa@metrofire.ca.gov)

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



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## SPECIAL BOARD MEETING AGENDA

THURSDAY, APRIL 23, 2020

### CALL TO ORDER

#### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, April 27<sup>th</sup> at 6:00 pm and Wednesday, April 29<sup>th</sup> at 2:00 pm on Channel 14; Webcast at [www.sacmetrocable.tv](http://www.sacmetrocable.tv).

#### 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.*

	<u>Page No.</u>
<b>CONSENT ITEMS</b>	
<b>1. Action Summary Minutes</b>	5
<b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board meeting of April 9, 2020.	
<b>2. Equipment Lease Financing</b>	8
<b>Recommendation:</b> Adopt a Resolution authorizing the Fire Chief to enter into an Equipment Lease with JPMorgan Chase Bank, N.A.	
<b>3. Resolution – Extending Proclamation of a Local Emergency Regarding Novel Coronavirus (COVID-19) and Ratifying the Order of the County of Sacramento</b>	22
<b>Recommendation:</b> Adopt a resolution extending the proclamation of a local Emergency and ratifying the Order of the County of Sacramento.	
<b>4. Memorandum of Understanding (MOU) with SRF ECC for a Disaster Recovery Site</b>	36
<b>Recommendation:</b> Adopt a Resolution authorizing the Fire Chief to execute an MOU with the SRF ECC.	



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## SPECIAL BOARD MEETING AGENDA

THURSDAY, APRIL 23, 2020

### ACTION ITEMS

1. **Fire Chief Employment Agreement – Todd Harms – (General Counsel Lavra)** 23  
Recommendation: Receive Presentation/Approve Employment Agreement
2. **COVID-19 Related Hardship Leave Policy (Deputy Chief Casentini)** 33  
Recommendation: Approve the COVID-19 Related Hardship Leave Policy
3. **Board Director Vacancy – Division 9** \*\*
  - A. Recommendation: Interview Candidates to Fill Position
  - B. Recommendation: Appoint Director / Administer Oath of Office

### REPORTS

1. **PRESIDENT'S REPORT—(President Sheetz)**
2. **FIRE CHIEF'S REPORT—(Chief Harms)**  
**OPERATIONS' REPORT – (Deputy Chief Bridge)**
3. **SMFD – FIREFIGHTERS LOCAL 522 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 Sheetz)**  
Next Meeting: TBD
  - B. **Communications Center JPA – (DC Shannon)**  
Next Meeting: April 14, 2020 at 9:00 AM
  - C. **California Fire & Rescue Training JPA – (DC Shannon)**  
Next Meeting: June 18, 2020 at 4:00 PM
  - D. **Finance and Audit Committee – (Director Orzalli)**  
Next Meeting: TBD
  - E. **Policy Committee – (Director Goold)**  
Next Meeting: TBD

### BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) –one (1) matter of Workers Compensation Settlement Authority.**  
John Carr and the Sacramento Metropolitan Fire District  
Claim # SMDO - 549503 – Workers Compensation Settlement Authority  
Colin Connor of Lenahan, Lee, Slater, Pearse and Majernik



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SPECIAL BOARD MEETING AGENDA

THURSDAY, APRIL 23, 2020

### ADJOURNMENT

#### NEXT BOARD MEETING(S):

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

- Next Board Meeting – May 14, 2020 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

Original Agenda Posted on April 20, 2020

Amended Agenda Posted on April 21, 2020

A handwritten signature in blue ink that reads "Melissa Penilla".

**Melissa Penilla, Clerk of the Board**

\* No written report

\*\* **PDF** Separate Attachment

#### DISABILITY INFORMATION:

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



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## ACTION SUMMARY MINUTES – REGULAR MEETING

**BOARD OF DIRECTORS**  
**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
Thursday, April 9, 2020  
Held Remotely at Cisco Webex Meetings  
+1-408-418-9388  
Access Code: 963 959 866#

### CALL TO ORDER

The meeting was called to order at 6:09pm by President Sheetz. Board members present: Clark, Goold, Jones, Kelly, Orzalli, Sailors, Sheetz, and Wood. Board members absent: Division 9. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

### PUBLIC COMMENT: None

### CONSENT ITEMS

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

**1. Action Summary Minutes**

**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of March 26, 2020.

**Action:** Approved Action Summary Minutes.

**2. Arden-Arcade Property and Business Improvement District (AAPBID)**

**Recommendation:** Adopt a Resolution authorizing the Fire Chief to sign the attached petition on behalf of Metro Fire, and if successful authorize the Fire Chief to vote on the protest ballot.

**Action:** Adopted Resolution No. 2020-013.

### ACTION ITEMS

**1. Families First Coronavirus Response Act (Deputy Chief Casentini)**

**Recommendation:** Adopt a Resolution authorizing employee leave related to the Families First Coronavirus Response Act.

**Action:** Moved by Wood, seconded by Sailors, to adopt Resolution No. 2020-014 authorizing employee leave related to the Families First Coronavirus Response Act.

### REPORTS

**1. PRESIDENT'S REPORT:** No report.

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

Chief Harms thanked the Board for their support, including their text messages. He thanked staff for the individual and station communications, and regular communication through weekly County Operations meetings, Shift Operations with Battalion Chiefs, EOC, and General Staff/Managers biweekly meetings.

Chief Harms continues by letting the Board know staff is working on a number of things to keep staff updated and safe throughout the pandemic including:

- An update from the EOT at the end of every shift.
- Temperature screenings for all employees, and mental health awareness with Coach Gallagher.
- Testing for membership if they believe to have contracted Covid-19.
- Messaging from the Public Information Officer, including through social media, and extensive work in the Russian community.
- Staff is taking a hard look at the budget, including the remainder of the current FY budget, and seeking reimbursement for anything related to Covid-19.

Moving forward, service delivery is the number one objective, along with safety of the membership through maintaining PPE supplies, and forecasting what moving forward looks like.

Chief Harms asks Deputy Chief Casentini to share information about a policy they are working on for the next Board Meeting. DC Casentini shares a policy is being developed for firefighters in line with the Families First Coronavirus Response Act. This will be used for those who experience a hardship in childcare or caring for Covid-19 family members. The policy should be ready in a few weeks.

Director Jones asks about the physician's assistant (PA) or nurse being used in the Community Care Response Unit, specifically how are we staffing the CCRU with these positions. Deputy Chief Bridge responds to this questions, which leads to the Operations Report

### **OPERATIONS REPORT**

Deputy Chief Bridge opens his report by explaining the CCRU has been in the works for ten years. Fire agencies from the Sacramento area were able to respond to the pandemic by putting three units in the system, the first being with Metro Fire on April 1<sup>st</sup> and the second unit deploying on Monday, and Cosumnes deploying the third unit. Metro Fire's Captain Perryman, who is a licensed PA, will train other physicians on the CCRU. Captain Perryman has tested between 15-20 people in the community, who may not have the ability to get to a test site like the one at Cal Expo. The Department of Public Health is sponsoring the test kits for the CCRU and Cal Expo.

Additionally, the EOT is a valuable resource sharing information within Metro Fire and at the State and Federal levels. Lastly, he thanks the membership for showing up every day, and for support services because this could not happen without everyone working together.

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

Captain McGoldrick shares with the Board that they are 100% staffed and committed to the highest of level of service to the community.

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

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**A. Executive Committee – (President Sheetz)**  
Next Meeting: TBD

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Next Meeting: TBD
- E. **Policy Committee – (Director Goold)**  
Next Meeting: TBD

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

Director Jones hopes everyone stays safe.

Director Clark hopes all members are well protected and prays that no one becomes infected.

Director Wood is so proud to see Captain Perryman get the MIH program off the ground.

Director Orzalli thanks everyone for the great job they are doing.

Director Goold thanks everyone for working on policies so they can be discussed and implemented during a time like this.

Director Sailors encourages everyone to stay safe!

Director Kelly is awed by the work the organization is doing. He looks forward to the day we can meet again in person.

Director Sheetz is proud of Captain Perryman for spearheading the MIH program.

**The Board convened to Closed Session at 6:43 pm.**

#### **CLOSED SESSION**

- 1. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
**Fire Chief Employment**  
**Action:** The Board took no reportable action.

**Director Goold did not join via teleconference after closed session. All other Board Members reconvened to Open Session at 7:24 pm.**

#### **ADJOURNMENT**

The meeting was adjourned at 7:25 pm

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Jenifer Sheetz, President

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Cinthia Sailors, Secretary

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Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

**DATE:** April 23, 2020

**TO:** Board of Directors

**SUBJECT:** Equipment Lease Financing

## TOPIC

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

## SUMMARY

The District's FY 2019/20 Adopted Mid-Year Budget reflects the financing of vehicles and other equipment purchases over a 5-year period.

## DISCUSSION

On April 8, 2019, Staff issued a Request for Proposal (RFP) 19-07 for Lease Financing for Fire Apparatus, Vehicles & Equipment. A total of four qualified proposals were received: Bank of America, Bank Funding LLC, JPMorgan Chase, and TD Equipment Finance Inc., and each of the four firms was pre-qualified to submit quotes for FY 2019/20 and FY 2020/21 lease financing.

In March 2020, staff solicited quotes from the four pre-qualified firms. Based on the responses received, staff recommends that the District enter into an equipment lease with JPMorgan Chase Bank, N.A. (Lessor) based on providing the lowest overall cost and terms acceptable to the District. Staff has begun preliminary documentation with the Lessor and a draft Lease Purchase Agreement is attached.

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

140 – SCBA Sets	\$ 777,611
3 – Type I Engines	2,094,127
3 – Ambulances	667,329
1 – Air Unit	555,229
1 – Flatbed Cab/Chassis (for Logistics)	82,118
2 – Van (for Communications)	119,800
1 – Van (for Facilities)	66,184
1 – Van (for Logistics)	55,637
1 – Pickup Truck (for Facilities)	<u>88,625</u>
Total estimated cost to be financed	<u>\$4,506,660</u>

As authorized by Resolution 2019-064 adopted August 22, 2019, the District also intends to reimburse the cost of certain equipment listed, but already purchased, with financing proceeds.

### FISCAL IMPACT

The interest rate for the proposed financing is 1.256%. Semi-annual payments over the five-year term of the financing would be approximately \$467,000, with the first semi-annual payment due in FY 2020/21.

### RECOMMENDATION

Staff recommends adopting the Resolution to authorize the Fire Chief and/or Chief Financial Officer to enter into an Equipment Lease with JPMorgan Chase Bank, N.A.

Submitted By:



Amanda Thomas  
Chief Financial Officer

Approved By:

Todd Harms  
Fire Chief



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## RESOLUTION NO. 2020-\_\_

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

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

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

**WHEREAS**, the Board of Directors hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in a principal amount not exceeding \$4,510,000 ("Principal Amount") for the purpose of acquiring fire apparatus, vehicles, and other related essential equipment ("Property") as described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the District; and

**WHEREAS**, JP Morgan Chase Bank, N.A. ("Lessor"), is expected to act as the lessor under the Equipment Leases; and

**WHEREAS**, the District may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount; and

**WHEREAS**, on August 22, 2019, the District adopted Resolution 2019-064 declaring its intent to reimburse itself for certain capital expenditures from the proceeds of proposed indebtedness; and

**WHEREAS**, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the District shall hereby declare its official intent to be reimbursed for any capital expenditures for Property for the Lease Purchase Proceeds.

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

1. Either one of the Fire Chief or the Chief Financial Officer (each an "Authorized

Representative") acting on behalf of the District is hereby authorized to negotiate, enter into, execute and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Board of Directors, which document is available for public inspection at the office of the District. Each Authorized Representative acting on behalf of the District is hereby authorized to negotiation, enter into, execute and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the District to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the District.
3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the District as set forth therein.
4. The District's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Board of Directors as set forth in the Equipment Lease and the District's obligations under the Equipment Leases shall not constitute a general obligation of the District or indebtedness under the Constitution or laws of the State.
5. The Board of Directors anticipates that the District may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Board of Directors of the District hereby declares the District's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Board of Directors of the District for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the District to make any expenditure, incur any indebtedness, or proceed with the purchase of Property.
6. As to each Equipment Lease, the District hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and the District reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by the District, or by an entity controlled by the District or by another entity the proceeds of which are loaned to or allocated to the District for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

7. This Resolution shall take effect immediately upon its adoption and approval.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of April, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

**ATTEST:**

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

## LEASE SCHEDULE

Dated as of: APRIL 30, 2020

Lease No.: 1000146515

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

**Master Lease-Purchase Agreement dated June 9, 2014.**

- A. **EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. **EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. **ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. **ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. **RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. **RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. **GOVERNMENT REGULATION. ANTI-CORRUPTION.**
  - (a) **Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
  - (b) **Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
  - (c) **Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) **Definitions.** For the purposes of this Section G, the following terms shall have the following meanings:  
"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

- H. **BANK QUALIFIED:** LESSEE CERTIFIES (a) THAT IT HAS DESIGNATED THIS LEASE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY LESSEE, OR BY AN ENTITY CONTROLLED BY LESSEE OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO LESSEE FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

Equipment/Escrow Acceptance Date: \_\_\_\_\_, 20\_\_\_\_

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer

**JUDICIAL REFERENCE AGREEMENT**

Dated: **APRIL 30, 2020**

Master Lease Purchase Agreement dated: **JUNE 9, 2014**

Lessee: **SACRAMENTO METROPOLITAN FIRE DISTRICT**

This Judicial Reference Agreement (this "Agreement") is between the Lessee identified above (the "Customer") and JPMorgan Chase Bank, N.A. (the "Bank") and is executed in connection with the Master Lease Purchase Agreement identified above (the "Financing Agreement").

The parties agree as follows:

1. The term "Financing Documents" means the Financing Agreement and all other agreements, instruments and documents related to the Financing Agreement and any amendment to or replacement or substitution for any of the above. Any other defined terms used herein but not further defined have the meaning set forth in the Financing Documents.
2. **THE WAIVERS OF JURY TRIAL CONTAINED IN THE FINANCING DOCUMENTS ARE MATERIAL INDUCEMENTS TO THE BANK TO PROVIDE THE FINANCING DESCRIBED THEREIN. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND A WAIVER SET FORTH IN THE FINANCING DOCUMENTS IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES AGREE AS FOLLOWS:**
  - 2.1 **WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN PARAGRAPH 2.2 BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.2, INCLUDING ANY REVISION OR REPLACEMENT OF SUCH STATUTES OR RULES HEREAFTER ENACTED. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, INCLUDING ANY REVISION OR REPLACEMENT OF SUCH STATUTE OR RULE HEREAFTER ENACTED. EXCEPT AS OTHERWISE PROVIDED IN THIS THE FINANCING DOCUMENTS, VENUE FOR THE REFERENCE PROCEEDING WILL BE IN THE STATE OR FEDERAL COURT IN THE COUNTY OR DISTRICT WHERE VENUE IS OTHERWISE APPROPRIATE UNDER APPLICABLE LAW.**
  - 2.2 **THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY; (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING, WITHOUT LIMITATION, SET-OFF); (C) APPOINTMENT OF A RECEIVER; AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF A PARTY HERETO TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF THE PARTIES TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.**
  - 2.3 **UPON THE WRITTEN REQUEST OF ANY PARTY HERETO, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY HERETO MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B), INCLUDING ANY REVISION OR REPLACEMENT OF SUCH STATUTE OR RULE HEREAFTER ENACTED.**
  - 2.4 **ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY HERETO SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO**

ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

- 2.5 THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT THE REFEREE'S DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.
- 2.6 THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

Except as expressly amended or supplemented by this Agreement and other instruments signed by the Parties, the Financing Documents remain unchanged and in full force and effect.

This Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Customer)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Bank)

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

Title: Authorized Officer

**LEASE SCHEDULE ADDENDUM**  
(Self Insurance)

Lessee: **SACRAMENTO METROPOLITAN FIRE DISTRICT**

Lease Schedule No: **1000146515**

Reference is made to the above Lease Schedule as amended ("Schedule") and to the Master Lease-Purchase Agreement identified therein as amended ("Master Lease"), both of which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). In this Addendum: "Lease" means the Schedule and the Master Lease to the extent that it relates to the Schedule; and "Equipment" means the property described in the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

**NOW, THEREFORE**, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

**1. CASUALTY LOSS.** Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of casualty loss of or physical damage to the Equipment; provided, that (i) proceeds of such insurance are payable to Lessor as lender loss payee and (ii) upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks to the Equipment as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

**2. THIRD PARTY LIABILITY.** Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of injuries to persons and damage to property of others relating in any way to any Equipment; provided, that upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

**3. COMPLIANCE WITH LAW; ACTUARILY SOUND BASIS.** Lessee agrees that its self insurance arrangements as described herein shall comply with applicable State law related thereto or, if there is no State law applicable to such self insurance arrangements, then Lessee's self insurance arrangements shall be maintained on an actuarially sound basis.

**4. GENERAL.** Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Schedule first referenced above.

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer

**SCHEDULE A-1**  
(Equipment List)

**Expected Equipment Purchase Price**      **\$4,510,000.00**

**Net Amount Financed**      **\$4,510,000.00**

**Equipment Location:**

**VARIOUS LOCATIONS IN AND AROUND SACRAMENTO, CALIFORNIA**

**Equipment Description:**

**FIRE APPARATUS, VEHICLES AND OTHER RELATED ESSENTIAL EQUIPMENT**

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000146515** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer

### **Payment Schedule**

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000146515**

Lease Schedule Dated: **April 30, 2020**

Accrual Date **April 30, 2020**

Amount Financed **\$4,510,000.00**

Interest Rate **1.2560% per annum**

Taxable Rate **1.5930% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	10/30/2020	\$466,723.81	\$28,322.80	\$438,401.01	\$4,071,598.99	NA
2	4/30/2021	\$466,723.81	\$25,569.64	\$441,154.17	\$3,630,444.82	\$3,739,358.16
3	10/30/2021	\$466,723.81	\$22,799.19	\$443,924.62	\$3,186,520.20	\$3,282,115.81
4	4/30/2022	\$466,723.81	\$20,011.34	\$446,712.47	\$2,739,807.73	\$2,822,001.96
5	10/30/2022	\$466,723.81	\$17,205.99	\$449,517.82	\$2,290,289.91	\$2,358,998.61
6	4/30/2023	\$466,723.81	\$14,383.02	\$452,340.79	\$1,837,949.12	\$1,893,087.59
7	10/30/2023	\$466,723.81	\$11,542.32	\$455,181.49	\$1,382,767.63	\$1,424,250.66
8	4/30/2024	\$466,723.81	\$8,683.78	\$458,040.03	\$924,727.60	\$952,469.43
9	10/30/2024	\$466,723.81	\$5,807.29	\$460,916.52	\$463,811.08	\$477,725.41
10	4/30/2025	\$466,723.81	\$2,912.73	\$463,811.08	\$0.00	\$0.00
		<b>\$4,667,238.10</b>	<b>\$157,238.10</b>		<b>\$4,510,000.00</b>	

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer

**PREPAYMENT SCHEDULE ADDENDUM**  
(Lockout Period)

Dated as of: **APRIL 30, 2020**

Lease Schedule No.: **1000146515**

Lessee: **SACRAMENTO METROPOLITAN FIRE DISTRICT**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

**Lock-Out Period:** the first 12 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") and so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.
4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer

## VEHICLE SCHEDULE ADDENDUM

Dated As of: **APRIL 30, 2020**

Lease Schedule No: **1000146515**

Lessee: **SACRAMENTO METROPOLITAN FIRE DISTRICT**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
  - (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
  - (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than \$1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;
  - (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
  - (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

Lessor's Address:  
**JPMORGAN CHASE BANK, N.A.**  
**1111 Polaris Parkway, Suite N4 (OH1-1085)**  
**Columbus, Ohio 43240**

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
(Lessee)

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

Title: \_\_\_\_\_

**JPMORGAN CHASE BANK, N.A.**  
(Lessor)

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

Title: Authorized Officer



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2020-\_\_\_\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY AND RATIFYING THE ORDER OF THE COUNTY OF SACRAMENTO

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District adopted Resolution No. 2020-012 on March 19, 2020 proclaiming a local emergency and ratifying the proclamation of a local emergency by the County of Sacramento; and

**WHEREAS**, Resolution No. 2020-012 took effect immediately upon its adoption and is effective until the earlier of (i) the Board terminates this Resolution as soon as conditions warrant its termination, or (ii) April 24, 2020; and

**WHEREAS**, on April 7, 2020, the County of Sacramento Health Officer issued an Order directing all individuals living in the County to continue staying at home, this Order supersedes the March 19, 2020, Order of the Health Officer directing all individuals to stay at home; and

#### NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DOES HERBY RESOLVE AS FOLLOWS:

**Section 1. Recitals.** The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Ratification of County of Sacramento Order.** The Board hereby ratifies the Order of the Health Officer of the County of Sacramento dated April 7, 2020.

**Section 3. Extension of Resolution No. 2020-012.** The Board hereby extends Resolution No. 2020-012 as a local emergency still exists. This extension is effective immediately upon its adoption and is effective until the earlier of (i) the Board terminates this Resolution as soon as conditions warrant its termination, or (ii) May 29, 2020.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of April, 2020, by the following vote, to wit:  
**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

Clerk of the Board



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** April 23, 2020

**TO:** Board of Directors

**SUBJECT:** Fire Chief Employment Agreement

## TOPIC

Fire Chief Todd Harms' written employment contract, was executed in 2016 at the time Chief Harms was appointed by the Board of Directors.

## DISCUSSION

Before the Board of Directors for consideration is a new contract which modifies and eliminates some terms from the original contract. Those modifications include:

1. Setting the Annual Base Compensation at \$274,251.47. This represents a 4.3% increase from the Chief's current Annual Base Compensation. This salary commences May 1, 2020.
2. Modifies annual sick leave from 15.75 hours to 17.22 hours per month.
3. Contractually upgrades the Chief's official vehicle to a 2019 Chevrolet Tahoe.
4. Eliminates various provisions which were relevant at the time of the Chief's initial appointment. These provisions include elimination of his Deputy Chief job title upon initial hire, elimination of initial sick leave credit upon hire, and elimination of reimbursement for moving expenses and temporary housing costs.

In setting the Annual Base Salary, the salary is based upon a comparison of salary packages of other California Fire Chief's and is consistent with the adjustment granted to unrepresented management employees after the last labor negotiations.

Submitted By:

---

JAL  
General Counsel

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of April, 2020, by and between the **SACRAMENTO METROPOLITAN FIRE DISTRICT**, a fire protection district authorized and existing under the laws of the State of California (hereinafter "DISTRICT"), and **TODD HARMS**, an individual (hereinafter "FIRE CHIEF" "HARMS" or "EMPLOYEE"). In consideration of the mutual covenants and conditions contained herein and the faithful performance of the terms as set forth below, the parties agree as follows:

### 1. EMPLOYMENT – TERM

- A. Pursuant to the terms of this Agreement, **HARMS** agrees to continue to serve as **FIRE CHIEF** of the **DISTRICT** as an at-will, exempt/management employee appointed and directed by the collective action of the Board of Directors (hereinafter "BOARD") to supervise the **DISTRICT** in compliance with **BOARD** policies and legislative mandates, and to perform those duties and responsibilities as more particularly set forth in the Job Description for **FIRE CHIEF** attached hereto as Exhibit "A".
- B. This agreement shall remain in full force and effect until terminated as set forth in paragraph 12.
- C. The **BOARD** shall review the performance of the **FIRE CHIEF** annually.

### 2. FLSA STATUS

- A. **FIRE CHIEF** is a salaried employee and is exempt from the Fair Labor Standards Act (FLSA) under Federal law and is an exempt employee under the provisions of the California Labor Code and California Law.
- B. **FIRE CHIEF** shall not accrue any compensatory time off (CTO), unless otherwise provided by **BOARD** action.

### 3. COMPENSATION

- A. The salary for the position of **FIRE CHIEF** shall be Two Hundred Seventy Four Thousand, Two Hundred and Fifty One dollars and Forty Seven cents (\$274,251.47) annually. Effective January 1, 2021, the Fire Chief will receive a salary increase between 1.0% and 3.0% if the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls compared to the FY 2019/20 Combined Tax Rolls exceeds 3%. The

amount of the January 1, 2021 base wage increase will be governed by the following chart:

FY 2020/21 Net Taxable Value Increase 2021 Base Wage Increase

3.0% or less	0%
3.1% to 4.0%	1.0%
4.1% to 5.0%	2.0%
5.1% or more	3.0%

- B. The **FIRE CHIEF'S** salary shall commence on May 1, 2020.
- C. In the event that the **BOARD** approves a cost of living adjustment for all employees of the **DISTRICT**, represented, unrepresented or otherwise, any such cost of living adjustment shall be applicable to the existing annual base salary of the **FIRE CHIEF**.
- D. This agreement may be reopened by mutual agreement of the **DISTRICT** and the **FIRE CHIEF** in the event that any mergers by and between the **DISTRICT** and any other Fire Protection District occurs which expand the **FIRE CHIEF'S** responsibilities, the geographical boundaries and responsibilities of the **DISTRICT**, and/or the staffing oversight of the **DISTRICT**. This agreement shall remain in full force and effect at all times. In the event it is reopened any changes, modifications, or amendments shall only occur if agreed to by the **DISTRICT** and the **FIRE CHIEF** in writing as provided in paragraph 16.

#### 4. VACATION

- A. **FIRE CHIEF** shall accrue 263 hours of vacation annually, credited as of the first of January of each calendar year through calendar year 2020. Commencing January 1, 2021, vacation shall accrue in the amount of 21.92 hours each month. Vacation shall be pro-rated for employment for any partial calendar year. **FIRE CHIEF** may carry over a maximum of twenty (20) months accrued and unused leave into the next calendar year. At the option of the **FIRE CHIEF**, any portion of vacation, not to exceed 120 hours annually, may be sold back to the **DISTRICT** at the regular hourly rate. Payments in accordance with this subparagraph will be at the **FIRE CHIEF'S** regular hourly rate, in effect on December 31 of the preceding year, or at the time of the request if made prior to December 31.

- B. At the time of termination, resignation, or retirement, unearned vacation that has been used by the **FIRE CHIEF** will be reimbursed to the **DISTRICT**.
- C. At the time of termination, resignation, or retirement, any earned and unused vacation in the **FIRE CHIEF'S** account shall be paid off at the **FIRE CHIEF'S** regular hourly rate.

## 5. HOLIDAYS

**FIRE CHIEF** shall receive those holidays which are recognized for all other employees of the **DISTRICT**. The days listed below shall be holidays:

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr., Day	(3rd Mon. in Jan.)
3.	Lincoln's Birthday	(2nd Mon. in Feb.)
4.	Washington's Birthday	(3rd Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1st Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4th Thurs. in Nov.)
10.	Day after Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

## 6. BEREAVEMENT LEAVE

Bereavement leave shall be allowed up to five (5) consecutive work days off with pay, in the event of death in the immediate family. Immediate family includes the **FIRE CHIEF'S** current spouse, child, step or foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, step parents, foster parents, or any relative residing in the **FIRE CHIEF'S** household. This leave shall not be deducted from sick leave or vacation credit. Reasonable additional time off with pay may be granted by the **BOARD**.

## 7. SICK LEAVE

- A. As used in this Agreement, sick leave shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the **FIRE CHIEF**, family member or birth of a child. The term "family"

"member" shall include any relative who is a permanent resident of the household, to include step and foster relatives.

- B. Sick leave shall be accumulated at the rate of 17.22 hours per month.
- C. Sick leave shall be accrued and recorded at the end of each month, and shall be accumulated on an unlimited basis. If sick leave is exhausted, an extension of sick leave may be granted at the discretion of the **BOARD**.
- D. Subject to the following conditions, the **DISTRICT** shall compensate **FIRE CHIEF**, upon request, for accrued sick leave in accordance with the following policy:
  - 1. **FIRE CHIEF**, at his sole option, must notify the **DISTRICT** not later than October 31 of his election to be compensated. The notice shall be in writing.
  - 2. Compensation shall typically occur not later than December 15.
  - 3. The **FIRE CHIEF** may request compensation as follows:
    - a. Up to fifty percent (50%) of the hours accrued in the previous year (July 1 through June 30) may be relinquished to the **DISTRICT** at one hundred percent (100%) of the **FIRE CHIEF'S** regular hourly rate on December 1.
    - b. Any hours used in the previous year (July 1 through June 30) shall reduce the number of hours which the **FIRE CHIEF** may relinquish.
    - c. Relinquishment shall be at the **FIRE CHIEF'S** sole option.
  - 4. "A" Bank and "B" Bank
    - a. If **FIRE CHIEF** elects to sell no hours, all remaining hours shall be placed in the **FIRE CHIEF'S** "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to paragraph 9.
    - b. If **FIRE CHIEF** elects to sell any hours, all remaining hours from the year's accrual are placed in the **FIRE CHIEF'S** "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the **FIRE CHIEF'S** "A" Bank and/or for additional service credit at retirement as discussed in paragraph 9.

## **8. HEALTH BENEFITS**

- A. Medical: The **DISTRICT** shall, subject to availability, provide the **FIRE CHIEF** and dependents with a medical plan. The required **DISTRICT** monthly contribution shall be consistent with the contribution provided to the unrepresented and exempt employees of the **DISTRICT**. The **DISTRICT** will provide these benefits through Public Employees' Retirement System (PERS).
- B. Dental: The **DISTRICT** shall, subject to availability, provide the **FIRE CHIEF** and dependents with a dental plan. The required **DISTRICT** monthly contribution shall be consistent with the contribution provided to the unrepresented and exempt employees of the **DISTRICT**.
- C. Vision Care Plan: The **DISTRICT** shall, subject to availability, provide the **FIRE CHIEF** and dependents with a vision care plan. The required **DISTRICT** monthly contribution shall be consistent with the contribution provided to the unrepresented and exempt employees of the **DISTRICT**.
- D. Excess Cost: Should any plan selected by the **FIRE CHIEF** cost more than the **DISTRICT'S** required contribution, the **FIRE CHIEF** is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- E. The **FIRE CHIEF** shall be eligible to participate in Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations which permit the **FIRE CHIEF** to defer compensation for:
  1. Out-of-pocket costs for District-sponsored health and dental insurance premiums;
  2. Unreimbursed health care expenses up to the statutory limit per plan year effective each January 1;
  3. Dependent care reimbursement;

Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above; and Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

## **9. RETIREMENT**

- A. **FIRE CHIEF** shall be enrolled as a Safety Member under the **DISTRICT'S** contract with the Public Employee's Retirement System (PERS). As a

new employee the **FIRE CHIEF** will be subject to the regulations of California Public Employees' Pension Reform Act (PEPRA). The **FIRE CHIEF** will be covered in accordance with the terms and conditions of that plan as it now exists or as it may be changed by PERS in the future. The **DISTRICT'S** plan and the PEPRA requirements for new **DISTRICT** employees is 2.7@57. Other descriptions of these benefits are included in the **DISTRICT'S** "Local Safety Benefits" which has been provided to the **FIRE CHIEF**.

- B. At the **FIRE CHIEF'S** option, upon service retirement or disability retirement, the **DISTRICT** will pay off up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.
  - 1. The rate which the payoff is to be made will be the regular hourly rate, based upon the annual base salary of the **FIRE CHIEF**.
  - 2. All remaining accumulated sick leave in the **FIRE CHIEF'S** account will, upon retirement, be applied for retirement credit under the provisions of Government Code Section 20965 relating to the Public Employee's Retirement System (PERS), which reads as follows:  
Credit-for-Unused Sick Leave (Government Code Section 20965)  
Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.004 year of credit for each day (250 days of sick leave for one additional year of service credit). The increase in allowance will apply to any retirement paid after the effective date of this benefit in the agency's contract.
- C. Upon retirement, medical coverage will be paid by the **DISTRICT** for both the **FIRE CHIEF** and dependents, as defined by Resolution 2013-68 dated April 25, 2013 and Resolution 2014-48 establishing vesting contribution under Section 22896 of the Public Employees Medical and Hospital Care Act.
- D. The **FIRE CHIEF** shall be afforded the opportunity to participate in any deferred compensation plan to the extent that program is now offered, or offered in the future, to all other employees of the **DISTRICT**. The plan is an IRC 457b plan, funded 100% by employee contribution.

## 10. MISCELLANEOUS BENEFITS

- A. The **FIRE CHIEF** will be provided at **DISTRICT'S** expense, a motor vehicle, currently a 2019 Chevy Tahoe, for his use, subject to the terms and conditions of **BOARD** policy 332.01 "District Vehicle Use".

- B. The **FIRE CHIEF** will be provided at the **DISTRICT'S** expense, a cell phone and I-Pad or similar electronic device. Use of these devices are subject to **DISTRICT** administrative policies.
- C. The **FIRE CHIEF** shall be allowed and is encouraged to participate in professional fire fighter organizations, in his discretion, which benefit the **DISTRICT**, subject to the **BOARD** approved annual budget for those activities. The **FIRE CHIEF** shall keep the **BOARD** informed in a timely manner of his activities in these organizations. Notwithstanding the **FIRE CHIEF'S** participation in these activities, any teaching activity, such as teaching or providing instruction of any kind to students, attendees, or any other person, or teaching or conducting seminars, which involves significant time and/or for which the **FIRE CHIEF** is receiving compensation, will be conducted on the **FIRE CHIEF'S** personal time. The **FIRE CHIEF**, at his option, may use vacation for time spent in these activities. Such teaching activities shall not conflict with the job duties and responsibilities of the **FIRE CHIEF**, the goals, policies, or mission of the **DISTRICT**, or appropriate time management of the **FIRE CHIEF** necessary to fulfill his duties and responsibilities.

**11. TERMINATION OF EMPLOYMENT** This Agreement may be terminated in the following manner:

- A. **FIRE CHIEF** may voluntarily resign by delivering a letter of resignation to the **BOARD** not less than thirty (30) days prior to the effective date of resignation. Upon such voluntary resignation, **DISTRICT** shall pay to **FIRE CHIEF** all salary and benefits accrued and owing pursuant to this Agreement.
- B. The **BOARD** may terminate this agreement with the **FIRE CHIEF** at their pleasure. **FIRE CHIEF** acknowledges that he is an at-will employee who serves at the pleasure of the **BOARD**, and that no cause for this termination need exist or be stated, unless the termination is for willful misconduct or failure to satisfactorily perform the duties of **FIRE CHIEF**. In the event of termination for willful misconduct or failure to perform the duties of **FIRE CHIEF**, the **DISTRICT** shall provide **FIRE CHIEF** with a written statement describing the willful misconduct or failure to perform and shall offer **FIRE CHIEF** the opportunity for a hearing before the **BOARD**. In such event, the **BOARD** shall comply with the following notice requirements. The **BOARD** shall issue a notice of adverse action to the **FIRE CHIEF**, at least seven (7) calendar days prior to scheduling the matter for **BOARD** action. Such adverse action notice shall include:
  1. A statement describing the alleged willful misconduct or failure to perform.

2. The intended action of the **BOARD** and date of such action.

The **BOARD** shall insure adequate time for the **FIRE CHIEF** to obtain appropriate representation.

- C. Except as provided in this Agreement and otherwise by applicable law, in the event of **FIRE CHIEF'S** termination by the **BOARD** (except for willful misconduct or failure to perform the duties of **FIRE CHIEF**), **FIRE CHIEF** shall be entitled to the benefits described in Paragraph 13.

**12. SEVERANCE**

In the event **FIRE CHIEF** is released by the **BOARD** within six (6) months of assuming the position of **FIRE CHIEF** except for willful misconduct or failure to perform the duties of **FIRE CHIEF**, **FIRE CHIEF** shall be entitled to twelve (12) months severance pay as provided in this paragraph. In the event the **FIRE CHIEF** is released by **BOARD**, at any time between seven (7) months and twenty-four (24) months of assuming the positon of **FIRE CHIEF**, except for willful misconduct or failure to perform the duties of **FIRE CHIEF**, **FIRE CHIEF** shall be entitled to six months' severance as provided in this paragraph. For purposes of this Agreement, severance pay is calculated on the basis of his regular hourly rate of his annual base salary. Said severance pay shall be paid in full to **FIRE CHIEF** by **DISTRICT** within fifteen (15) working days after the effective date of **FIRE CHIEF'S** termination, or may be paid in other increments as agreed by the parties. In the event the **FIRE CHIEF** is released by the **BOARD** at any time after twenty four (24) months of assuming the position, no severance pay shall be provided.

**13. BINDING AGREEMENT**

This Agreement shall be binding on the heirs, successors and assigns of the parties.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party to this Agreement.

**15. AMENDMENT OF AGREEMENT**

This Agreement may be amended in writing by mutual agreement of the parties.

## **16. GOVERNING LAW**

The rights and obligations of the parties shall be governed by the laws of the State of California.

## **17. SEVERABILITY**

Should any paragraph, subparagraph, sentence, clause, phrase or word included in this Agreement be found invalid by a court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect.

## **18. RIGHT TO COUNSEL**

The parties acknowledge that they have been or have had a right to be represented by counsel of their own choice; that they have executed this Agreement with the consent and upon the advice of their own counsel, if such advice has been sought; and they have fully read and fully understood and voluntarily accepted the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SACRAMENTO METROPOLITAN  
FIRE DISTRICT

FIRE CHIEF

By: JENNIFER SHEETZ,  
President Board of Directors

By: TODD HARMS

ATTESTED

By: MELISSA PENILLA  
Clerk, Board of Directors

Approved as to form:

By: JOHN A. LAVRA,  
General Counsel  
Sacramento Metropolitan Fire  
District



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** April 23, 2020

**TO:** Board or Directors

**SUBJECT:** Board Policy Approval  
Policy 01.018.01 – COVID-19 – Related Hardship Leave

## TOPIC

Adopt the new Board Policy 01.018.01 regarding COVID-19 – Related Hardship Leave

## DISCUSSION

On March 11, 2020, the World Health Organization declared the worldwide outbreak of the respiratory illness known as COVID-19 a pandemic, and the Governor of the State of California has formally declared a state of emergency. On March 20, 2020, the Governor announced a statewide shelter-in-place order to curtail the spread of COVID-19 through social distancing. Federal law provides for certain discrete leaves that apply to non-emergency response staff at the District. That law does not apply to District staff who are emergency responders. However, as a direct result of this public health emergency and the statewide and local shelter-in-place orders issued in response, some District employees may experience hardships such as, but not limited to, difficulty finding childcare or a need to care for a relative with a disability or serious medical condition.

## FISCAL IMPACT

The number of Related Hardship Leave hours that would be taken is unknown, therefore the fiscal impact is unknown at this time.

## RECOMMENDATION

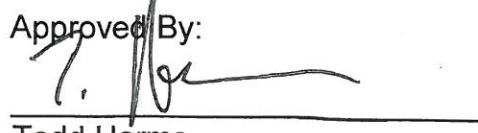
Staff recommends the Board of Directors approve the COVID-19 Related Hardship Leave Policy to provide the Fire Chief with discretion to place employees on paid leave for circumstances directly related to the COVID-19 public health emergency and which would otherwise cause a hardship for the individual safety emergency responder employee.

Submitted By:



Greg Casentini  
Deputy Chief, Administration

Approved By:



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

## BOARD POLICY

POLICY TITLE: COVID-19 Related Hardship Leave      OVERSIGHT: Administration

POLICY NUMBER: 01.018.01      EFFECTIVE DATE: 04/24/20      REVIEW DATE: 4/24/2020

### *Background*

On March 11, 2020, the World Health Organization declared the worldwide outbreak of the respiratory illness known as COVID-19 a pandemic. As of March 31, 2020, there are over 180,000 confirmed cases of COVID-19 in the United States, including over 7,400 cases in California, and the Governor of the State of California has formally declared a state of emergency. On March 20, 2020, the Governor announced a statewide shelter-in-place order to curtail the spread of COVID-19 through social distancing. Federal law provides for certain discrete leaves that apply to non-emergency response staff at the District. That law does not apply to District staff who are emergency responders. However, as a direct result of this public health emergency and the statewide and local shelter-in-place orders issued in response, some District employees may experience hardships such as, but not limited to, difficulty finding childcare or a need to care for a relative with a disability or serious medical condition.

### *Purpose*

To provide the Fire Chief with discretion to place employees on paid leave for circumstances directly related to the COVID-19 public health emergency and which would otherwise cause a hardship for the individual safety emergency responder employee.

### *Scope*

This policy applies to all District emergency responder employees excluded from the Federal leave laws specifically applicable to the COVID-19 public health emergency. This policy takes effect upon its adoption by the Fire Chief and expires on December 31, 2020.

### *Definition*

1. **COVID-19 Public Health Emergency:** The outbreak of the respiratory illness known as COVID-19 first identified in December 2019, and emergency measures imposed by Federal, State, and County public health authorities in response thereto.

### *Policy*

1. For good cause shown, the Fire Chief may grant paid leave to an employee who needs to take time off from work due to circumstances directly related to or arising from the COVID-19 public health emergency or from emergency measures imposed by Federal, State, and/or County health authorities in response thereto.

2. Paid leave under this policy shall not count against other accrued paid leave the employee may have available. However, the Fire Chief may take into account the amount of other available accrued leave when deciding whether to grant paid leave under this section.
3. The decision whether to grant or deny leave under this policy is entirely within the discretion of the Fire Chief, and shall not be subject to appeal or any grievance procedure.
4. This policy is effective until December 31, 2020, inclusive, and as of that day expires without further action by the Fire Chief or District.

### *Procedure*

1. Employees wishing to request leave under this policy should notify their immediate supervisor and the Fire Chief as soon as possible. The Fire Chief will promptly approve or disapprove the request.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
*Fire Chief*

**DATE:** April 23, 2020

**TO:** Board of Directors

**SUBJECT:** Memorandum of Understanding (MOU) for a Disaster Recovery Site

## BACKGROUND

The Sacramento Metropolitan Fire District (Metro Fire) and the Sacramento Regional Fire/EMS Communications Center (SRFECC) executed a Lease Agreement for Metro Fire's property located at 3121 Gold Canal Drive in Rancho Cordova in 2014, for an initial term of three (3) years. A lease renewal was negotiated at the end of the initial term in 2017, extending the term to June 30, 2020.

## DISCUSSION

Earlier this year, the SRFECC notified Metro Fire that it did not intend to renew the current Lease Agreement, and is now in the process of relocating to a new site. The SRFECC did, however, identify the need for a space to accommodate a disaster recovery (DR) site to serve as a backup communication center in the event that the SRFECC experiences a prolonged disruption of service at its primary site.

Metro Fire has identified an appropriate space at its headquarters building located at 10545 Armstrong Avenue in Mather to accommodate the SRFECC's DR site needs. The space is located inside the area previously leased by the California Fire and Rescue Training Authority, whose lease expired on March 31, 2020.

Staff has worked with the SRFECC to draft the attached Memorandum of Understanding (MOU) for the use of the space. If approved, the MOU allows the SRFECC to use the space as a DR site and memorialized the terms and conditions associated with its use.

## FISCAL IMPACT

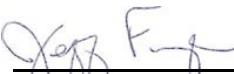
Metro Fire estimates its cost associated with this MOU is nominal. Therefore, Metro Fire will not charge SRFECC rent for the space as long as Metro Fire is a member of the SRFECC.

## RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the Fire Chief or his designee to execute the attached MOU.

Submitted by:

Erin Castleberry  
Administrative Specialist

  
Jeff Frye  
Chief Development Officer



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

**RESOLUTION NO. 2020-\_\_\_\_\_**

## **AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER**

**WHEREAS**, the Sacramento Metropolitan Fire District, hereafter "District", is the owner of a certain real property located at 10545 Armstrong Avenue, in Mather, California, hereafter "HQ"; and

**WHEREAS**, the Sacramento Regional Fire/EMS Communications Center, hereafter "SRFECC", provides communication and dispatch services to its Members Agencies and contracting entities including the District; and

**WHEREAS**, the SRFECC requires a Disaster Recovery site which would allow the SRFECC to quickly resume mission-critical functions following a disruption; and

**WHEREAS**, the SRFECC desires to establish a Disaster Recovery site at HQ; and

**WHEREAS**, District is willing to grant the same to the SRFECC, upon the promises, terms, conditions, and covenants set forth herein.

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

1. Authorize the Fire Chief or his designee to execute the Memorandum of Understanding attached.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of April, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

## **SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

**Attested by:**

Clerk of the Board



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO METROPOLITAN FIRE DISTRICT  
AND  
SACRAMENTO REGIONAL FIRE/EMS  
COMMUNICATIONS CENTER**

**Memorandum of Understanding for Disaster Recovery Site**  
**Between Sacramento Metropolitan Fire District and Sacramento Regional Fire/EMS Communications**  
**At 10545 Armstrong Avenue**

This Memorandum ("Guarantee") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by SACRAMENTO METROPOLITAN FIRE DISTRCT, an autonomous Special District established under California Health and Safety Code Section 13800, ("District"), in favor of the SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER, a Joint Powers Authority organized pursuant to the provisions of the California Government Code Section 6500, ("JPA") as the communications and dispatch services for Member Agencies and contracting entities, with respect to the following circumstances:

**RECITALS**

WHEREAS, District is the owner of certain real property 10545 Armstrong Avenue, hereafter "HQ", located in Mather, California; and

WHEREAS, JPA provides communication and dispatch services to its Members Agencies and contracting entities including the District; and

WHEREAS, JPA requires a Disaster Recovery ("DR") site which would allow the JPA to quickly resume mission-critical functions following a disruption; and

WHEREAS, JPA desires to establish a DR site at HQ; and

WHEREAS, District is willing to grant the same to JPA, upon the promises, terms, conditions, and covenants set forth herein.

NOW, THEREFORE, pursuant to the promises, terms, conditions, and covenants contained herein, District and JPA hereby agree as follows:

**TERMS AND CONDITIONS**

Pursuant to the Terms and Conditions below, the District has agreed to allow the JPA to use Room 324 at HQ for the DR. Room 324 is depicted in Exhibit A, SMFD East Wing Concept Design, attached hereto and incorporated by this reference.

1. JPA shall use Room 324 exclusively for the intended purpose as DR site. JPA may also use Room 324 for training new dispatchers ("Academy"). During the Academy, JPA shall make reasonable efforts to not interfere with District's usage of Classroom 1, as depicted in Exhibit A, for events such as meeting, conferences and training.
2. JPA shall have continual access to Room 324. District shall issue key cards to JPA provided that key cards shall be issued to essential personnel only. In the event that the DR is activated, District shall issue key cards to all JPA dispatchers, supervisors, management and board members.

3. JPA shall have also have access to Room 234 (Server/IDF Room) to install IT and communications equipment necessary for the operation of the DR provided that said installation does not interfere with, or compromise, District operations. Such access shall not be unreasonably withheld by District.
4. JPA shall be granted use of District network infrastructure, at the discretion of the District, in order to accomplish the needs of operating the DR site. Such infrastructure shall be supported and maintained by the District.
5. The District shall provide reasonable notice to JPA when any maintenance is performed on the network that may impact connectivity in the DR site.
6. JPA shall have access to Room 226 during normal business hours, or at such other times as are reasonably designated by District, to install and maintain JPA CAD server equipment; provided, however, that such access is coordinated with District and complies with this MOU and all other reasonable restrictions and conditions District may impose through any written amendment to this MOU.
7. JPA shall have the right to install any furnishings, equipment, and trade fixtures in the DR required for the operation of the DR. Upon termination of this MOU, JPA shall remove all property within thirty (30) days following termination of this MOU.
8. District shall not charge JPA for rent or utilities for the use of the DR as long the District is a member of the Sacramento Regional Fire/EMS Communications Center Joint Powers Authority.
9. This MOU may be terminated at any time upon written mutual consent of the parties.
10. JPA shall indemnify, defend and hold harmless the District and its elected representatives, officers, agents, volunteers and employees from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, attorney fees, court costs and expert fees) resulting from any network malfunction, data breach, injury, damage or death to any person or property, of any nature whatsoever, and arising out of JPA's use of the DR site as set forth in this MOU. JPA shall not be liable for any injuries, death or damage to the extent that such injury, death or damage is caused by the negligence of the District, its elected representatives, officers, agents, volunteers or employees. This Section shall survive this MOU.

*The remainder of this page intentionally left blank*

10. IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written below.

Sacramento Metropolitan Fire District

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Sacramento Regional Fire/EMS Communications Center

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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