



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

Matt Kelly  
Board President  
Division 7

Cynthia Saylors  
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

## BOARD OF DIRECTORS - REGULAR MEETING

**Tuesday, November 9, 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: 848 5835 1512#**  
**Passcode: 778 622 766#**

*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On June 11, 2021, the Governor issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as set the framework for a gradual, risk-based reopening of the economy.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

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REGULAR BOARD MEETING AGENDA

TUESDAY, NOVEMBER 9, 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 Thursday, November 11<sup>th</sup> at 9:00 am and Saturday, November 13<sup>th</sup> at 4:00 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.*

## PRESENTATION ITEMS

1. Life Saving Commendation – Civilian Award (Chief Harms) \*

Sarah Musser and Rachel Robertson

**Recommendation:** Receive presentation, no action required.

2. Life Saving Commendation – Civilian Award (Chief Harms) \*

Rubin Romanov

**Recommendation:** Receive presentation, no action required.

## CLOSED SESSION

1. Conference with Labor Negotiator \*

Pursuant to California Government Code Section 54957.6

A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522

B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522

C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522



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## REGULAR BOARD MEETING AGENDA

TUESDAY, NOVEMBER 9, 2021

- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management and Unrepresented Confidential Employees
2. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter \*\*  
of Industrial Disability Retirement.  
Peter J Danielski and the Sacramento Metropolitan Fire District  
Claim # SMDS - 550615 – Industrial Disability Retirement  
Deputy Chief Gregory Casentini
3. Public Employee Performance Evaluation: Fire Chief \*  
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)

## REPORT OUT FROM CLOSED SESSION

### 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. Action Summary Minutes	6
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of October 28, 2021.	
2. Employer's Contribution Under the Public Employees' Medical and Hospital Care Act – CalPERS Resolutions	12
A. Resolution – Fixing SMFD's Vesting Contribution Under Section 22896 of the Public Employees' Medical and Hospital Care Act - 000 All Employees	13
B. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act - 000 All Employees	15
C. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act - 700 All Employees (Non-PERS)	17
Recommendation: Adopt Resolutions establishing the health premium contributions to reflect the new benefit cap with CalPERS effective January 1, 2022.	
3. Voluntary Rate Range Program (VRRP) – Intergovernmental Transfer (IGT) January 1, 2021 through December 31, 2021	19
Recommendation: Adopt a resolution to authorize the Fire Chief to enter into necessary agreements to participate in the VRRP covering the period of January 1, 2021 through December 31, 2021.	



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REGULAR BOARD MEETING AGENDA

TUESDAY, NOVEMBER 9, 2021

4. **Resolution No. 2021-106 – Donald Burton Station 26 Dedication** 58  
**Recommendation:** Adopt Resolution 2021-106 dedicating Station 26 in memory of Donald Burton.

## ACTION ITEMS

1. **Redistricting Divisional/Election Boundaries of the Sacramento Metropolitan Fire District (Chief Development Officer Jeff Frye)** 59  
**Recommendation:** Consider adopting a Resolution providing for the adjustment of the Divisional/Election Boundaries of the Sacramento Metropolitan Fire District.
2. **Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3)). (President Kelly)** 82  
**Recommendation:** Consider adopting a Resolution which would extend the ability to teleconference without compliance with Government Code paragraph (3) of subdivision (b) of section 54953 from November 9, 2021-December 9, 2021 or until further re-ratified.
3. **Industrial Disability Retirement – Captain Peter Danielski** \*\*  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Captain Peter Danielski has suffered job related injuries and is eligible for an Industrial Disability Retirement.

## REPORTS

1. **PRESIDENT'S REPORT—(President Kelly)**
2. **FIRE CHIEF'S REPORT—(Chief Harms)  
OPERATIONS' REPORT – (DC Mitchell)**
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 Kelly)**  
Next Meeting: TBD
- B. **Communications Center JPA – (DC Mitchell)**  
Report Out: November 9, 2021 at 9:00 AM  
Next Meeting: December 14, 2021 at 9:00 AM
- C. **California Fire & Rescue Training JPA – (Chief Harms)**  
Next Meeting: November 18, 2021 at TBD  
Location: 3121 Gold Canal Drive  
Mather, CA 95670
- D. **Finance and Audit Committee – (Director Orzalli)**  
Next Meeting: TBD



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REGULAR BOARD MEETING AGENDA

TUESDAY, NOVEMBER 9, 2021

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

Report Out: November 9, 2021 at 5:30 PM  
Next Meeting: TBD

**F. Redistricting Ad Hoc Committee – (Vice President Saylors)**

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 – December 9, 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 November 5, 2021

Michelle Dehoney

**Michelle Dehoney, Interim 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, October 28, 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, Goold, Jones, Kelly, Saylor, Sheetz, and Wood. Board members absent: Orzalli and White. Staff present: Fire Chief Harms, General Counsel Lavra, and Interim Clerk Dehoney.

Director White joined the meeting at 6:02 pm.

### PUBLIC COMMENT: None

Prior to hearing the Consent Agenda, President Kelly stated that Item #4 on the Consent Agenda would be moved to Action Item #3.

### CONSENT ITEMS

**Action:** Moved by Goold, 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 October 14, 2021.

**Action:** Approved Action Summary Minutes.

#### 2. Notice of Award – RFB 21-05 Multi-Site Asbestos Abatement Project –

**Station 27, 63, 65, 106 and 109 Asbestos Projects**

**Recommendation:** Approve the contract award to Parc Specialty Contractors in the amount of \$42,770.00.

**Action:** Approved the contract award to Parc Specialty Contractors in the not to exceed amount of \$42,770.00.

#### 3. Notice of Award – RFB 21-06 Multi-Site Flooring Project –

**Station 27, 63, 65, 106 and 109 Flooring Projects**

**Recommendation:** Approve the contract award to DFS Flooring in the amount of \$78,519.00.

**Action:** Approved the contract award to DFS Flooring in the not to exceed amount of \$78,519.00.

#### 4. FY 2021/21 Development Impact Fee Report

**Recommendation:** Adopt a Resolution accepting the Development Impact Fee Report for FY 2020/21 and making the required finding pursuant to Government Code §66000 et seq.

**Action:** Adopted Resolution No. 2021-101.

**5. Surplus Vehicle Designation**

**Recommendation:** Adopt a Resolution establishing a list of surplus vehicles, and sell or donate the vehicles as deemed appropriate by the Fire Chief.

**Action:** Adopted Resolution No. 2021-102.

**6. Purchase Approval – Boardroom Audio/Visual Equipment**

**Recommendation:** Approve the District to procure upgrade and replacement Boardroom A/V equipment and installation services from AVI-SPL through the utilization of OMNIA Partners contract 2010.001535.

**Action:** Approved the District to procure upgrade and replacement Boardroom A/V equipment and installation services from AVI-SPL.

**ACTION ITEMS**

**1. Ratification of Resolution to Extend Teleconference of Board**

**Meetings (Government Code 54953(e) (3)) (President Kelly)**

**Recommendation:** Consider adopting a Resolution which would extend the ability to teleconference without compliance with Government Code paragraph (3) of subdivision (b) of section 54953 from October 28, 2021-November 28, 2021 or until further re-ratified.

**Action:** Moved by Goold, seconded by Sheetz, and carried unanimously by members present to adopt Resolution No. 2021-103.

**2. FY2021/22 Budget Amendments – General Operating Fund 212A and Grants**

**Fund 212G (Administrative Specialist Erin Castleberry)**

**Recommendation:** Adopt two Resolutions amending the FY021/22 General Operating Fund 212A and Grants Fund 212G for the FY2019 AFG award for Fire Ground Survival Training.

**Action:** Moved by Goold, seconded by Sheetz, and carried unanimously by members present to adopt Resolution No.'s 2021-104 to 105.

**3. Notice of Award – AFG20 Cardiac Monitor/Defibrillators – Stryker**

**Recommendation:** Approve the purchase of 90 LIFEPAK 15 V4 units from Stryker in accordance with the FY2020 AFG award.

**Action:** Moved by Goold, seconded by Sheetz, and carried unanimously by members present to approve the purchase in accordance with the FY2020 AFG award.

**PUBLIC HEARING**

**1. Division Redistricting (Redistricting Partners)**

**Recommendation:** Conduct a Public Hearing to review the Sacramento Metropolitan Fire District's Board of Directors Division lines draft map proposal.

**Action:** A public hearing was conducted to review the Draft Map Proposal, no action taken.

**PRESENTATION ITEMS**

**1. 5 Years of Service to Fire Chief Harms (President Kelly)**

**Recommendation:** Receive presentation, no action required.

**Action:** No action taken.

2. **Strategic Plan Update** (*Chief Development Officer Jeff Frye*)  
**Recommendation:** Receive presentation, no action required.  
**Action:** No action taken.

## **REPORTS**

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

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

Chief Harms began his report by congratulating Chief Development Officer Jeff Frye on 5 years of service with the District and presenting him with his 5-year pin.

## **Promotions**

Congratulations to the following members for being promoted to Captain, effective November 1<sup>st</sup>:

Brett Randle  
Michael Rowan  
Gregory Lynch  
Kyle Gordon  
Taylor Loheit  
Eric Sacht  
Timothy McNew  
Jerrad Grider

## **Recruitment**

Fire Investigator II (internal and external) Final Filing Date November 15, 4 PM

## **Meetings**

PDP – State of the District, Budget Overview, Future of Metro Fire

Cancer Awareness Engine photo ops: elected officials (County Board of Supervisors, Rancho Cordova, Citrus Heights)

2x2 Meetings with Rancho Cordova and Citrus Heights

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

Chief Mitchell began his report by discussing last weekend's historic rain storm which was touted as a 250 year event with record rainfall levels over a 24 hour period. He happily reported that most storm related incidents were handled by single unit or low complexity responses. For the storm period, there was a significant increase in non-medically related incidents, including flooding, fallen trees, and downed power-lines

In alignment with the rest of the County, Chief Mitchell relayed that Metro Fire has transitioned out of peak staffing for wildland season as of this morning at 0800. This really only affects the dispatch levels, however we still have the ability to request additional resources or modify responses if weather changes moving forward.

He also provided an update on CERT including recognizing eight of our CERT Members who provided standby assistance during the severe weather event on 10/24. Additionally, as of the

beginning of October we have two CERT Members that have completed the training to be Level 2 members and there are 10-12 people enrolled in the CERT Basic class that began October 1.

Chief Mitchell closed his report by relaying some of the District statistics including:

- A. 4,045 total calls since our last report on October 14, 2021 (Average of 288 calls/day – up 6.2% from 2020)
  - i. Building Fires – all jurisdictions: 13
  - ii. Working fires (Metro only): 3
- B. Busiest engine: E53 with 220 responses
- C. Busiest medic: M224 with 204 responses

### 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 Mitchell)**

Report Out: October 26, 2021 at 1:00 PM

Chief Mitchell relayed that the JPA had a Special Board meeting on Tuesday, October 26th to discuss the Executive Director Contract, rotation of position, and an update to the ED and Nepotism policies. He also relayed that 8 recruits are graduating tomorrow, Friday 10/29/21 at 4:00pm. He reported on a few CAD milestones including training which begins next week on November 1st. This training is a key project for our cut over to command point CAD and includes Data Files Maintenance. The Metro Fire CAD Coordinators will participate in this 40-hour training class being completed by the SRF ECC vendor Peraton. Lastly, they are currently in process and plan to hire 10 dispatch recruits in January 2022.

Next Meeting: November 9, 2021 at 9:00 AM

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

Report Out: October 26, 2021 at 10:30 AM

Chief Harms reported that the board received an update on the finances for the JPA which indicate revenue is still exceeding expenses. Also, class attendance is still high. They also received a presentation on the financial audit performed in anticipation of the dissolution which indicated the JPA has not been following best practices which they are currently working with their attorneys on rectifying. They are also working on digitizing their records for historical purposes even after the JPA has been dissolved.

Location: 3121 Gold Canal Drive  
Mather, CA 95670

Next Meeting: November 18, 2021 at TBD

- D. **Finance and Audit Committee – (Director Wood)**  
Report Out: October 28, 2021 at 5:00 PM  
Director Wood thanked CalPERS employee Matt Goss for his presentation at the meeting this evening. He relayed that the CERBT is currently 17% funded and continues to grow. The Committee also heard a presentation on the Annual Pension Valuation and finished with relaying that our financials through August 31, 2021 are on track and if it continues in the same direction will leave us with a 14.1% reserve at the end of the fiscal year.  
Next Meeting: TBD
- E. **Policy Committee – (Director Goold)**  
Next Meeting: TBD
- F. **Redistricting Ad Hoc Committee – (Vice President Sailors)**  
Next Meeting: TBD

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

All of the Directors wished Chief Wagaman a speedy and complete recovery and relayed that their thoughts were with him and his family during this time.

Director White congratulated Chief Harms and Jeff Frye on their 5 years of service as well as the newly promoted Captains and dispatchers who recently graduated. He also wished everyone a happy First Responders Day. In addition to wishing Chief Wagaman a speedy recovery, Director White relayed his history with Chief Wagaman and Chief Wagaman's love for the fire service which started at a very young age. He thanked him for his continued service.

Director Jones echoed Director White's comments in congratulating Chief Harms and Jeff Frye on their 5 years of service. She also thanked Jeff Frye for his update on the Strategic Plan and recognized the copious amount of hours that go into a presentation of this type. She commended the teamwork on keeping the Strategic Plan on track. She echoed the sentiments of Chief Harms in relaying the excellent relationship building that is occurring during the 2x2 meetings with both Rancho Cordova and Citrus Heights.

Director Sheetz congratulated the newly promoted Captains and Chief Harms and Jeff Frye on their 5 years of service.

Director Wood also wished everyone a happy First Responders Day and asked that the Wagaman family reach out to them for anything they need.

Director Goold asked that we reflect on this time of year and recognize the people in our areas who may be less fortunate than us and take the time to help make their lives better in any way we can.

Director Sailors thanked staff for their excellent presentations during the meeting.

Director Kelly thanked Chief Harms for his exemplary service and congratulated Jeff on his 5 years.

**The board recessed to closed session at 7:25 PM.**

## CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTIPLICATED LITIGATION –  
Significant Exposure to litigation pursuant to California Government Code  
Section 54956.9 (b): Four cases
  - A. Claim Against Public Entity Pursuant to Government Code Section 910  
Kao Saechao v. Sacramento Metropolitan Fire District  
Deputy Chief Casentini  
**Action:** On a motion by White, seconded by Sheetz, and carried unanimously by members present to reject the claim.
  - B. Claim Against Public Entity Pursuant to Government Code Section 910  
Madelynn Saechao v. Sacramento Metropolitan Fire District  
Deputy Chief Casentini  
**Action:** On a motion by Jones, seconded by Clark, and carried unanimously by members present to reject the claim.
  - C. Claim Against Public Entity Pursuant to Government Code Section 910  
Nai Saechao v. Sacramento Metropolitan Fire District  
Deputy Chief Casentini  
**Action:** On a motion by Jones, seconded by Sheetz, and carried unanimously by members present to reject the claim.
  - D. Claim Against Public Entity Pursuant to Government Code Section 910  
Nathan King v. Sacramento Metropolitan Fire District  
Deputy Chief Casentini  
**Action:** On a motion by Jones, seconded by Sheetz, and carried unanimously by members present to reject the claim.
2. Public Employee Performance Evaluation: Fire Chief  
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)  
**Action:** No action taken.

The board reconvened to open session at 8:09 PM.

## ADJOURNMENT

The meeting was adjourned at 8:10 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



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:** November 9, 2021

**TO:** Board of Directors

**SUBJECT:** A resolution adjusting the employer's contribution under the Public Employees' Medical and Hospital Care Act

## TOPIC

Board authorization to adopt resolutions for the California Public Employees' Retirement System (CalPERS) to establish employer's contribution of 92% of the employee's and retiree's health premium at the third highest plan in CalPERS Region 1.

## DISCUSSION

At the regular board meeting on April 25, 2013 the Board of Directors adopted the resolution establishing the employer's contribution of 92% of the employee's and retiree's health premium at the District cap. Effective January 1, 2022 the third highest plan in CalPERS Region 1 is changing and will continue to change every plan year thereafter. Therefore, new resolutions establishing the employer's contribution will need to be adopted by the Board of Directors and forwarded to CalPERS on a yearly basis around open enrollment period.

In order to fully execute the medical premiums contributions to reflect the new benefit cap with CalPERS, the attached resolutions must be adopted by the Board and forwarded to CalPERS Board of Administration.

## RECOMMENDATION

Recommend the Board adopt the attached resolution.

Submitted By:

\_\_\_\_\_  
Greg Casentini  
Deputy Chief, Administration

Approved By:

\_\_\_\_\_  
T. Harms  
Todd Harms  
Fire Chief

**RESOLUTION NO. 2021-xxx**  
**FIXING SACRAMENTO METROPOLITAN FIRE DISTRICT'S VESTING CONTRIBUTION**  
**UNDER SECTION 22896 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**  
**000 ALL EMPLOYEES**

- WHEREAS, (1) **Sacramento Metropolitan Fire District** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) **Sacramento Metropolitan Fire District** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22896; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<b>Party Rate</b>	<b>Contribution Per Month</b>
1	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 1, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
2	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 2, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
3	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 3, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
4	UP TO PERS GOLD REGION 1 PARTY RATE 4
5	UP TO PERS GOLD REGION 1 PARTY RATE 5
6	UP TO PERS GOLD REGION 1 PARTY RATE 6
7	UP TO 92% OF PORAC REGION 1 PARTY RATE 7, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
8	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 8, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
9	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 9, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
10	UP TO 92% OF ANTHEM BLUE CROSS DEL NORTE REGION 1 PARTY RATE 10, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
11	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 11, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
12	UP TO 92% OF ANTHEM BLUE CROSS DEL NORTE REGION 1 PARTY RATE 12, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Fire District** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Fire District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **January 1, 2022**.

**AYES:** Enter Text

**NOES:** Enter Text

**ABSTAIN:** Enter Text

**ABSENT:** Enter Text

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By:

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

Attest: \_\_\_\_\_  
Clerk of the Board

**RESOLUTION NO. 2021-xxx**  
**FIXING THE EMPLOYER CONTRIBUTION**  
**UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**  
**AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**  
**000 ALL EMPLOYEES**

- WHEREAS, (1) Sacramento Metropolitan Fire District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<b>Party Rate</b>	<b>Contribution Per Month</b>
1	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 1, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
2	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 2, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
3	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 3, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
4	UP TO PERS GOLD REGION 1 PARTY RATE 4
5	UP TO PERS GOLD REGION 1 PARTY RATE 5
6	UP TO PERS GOLD REGION 1 PARTY RATE 6
7	UP TO 92% OF PORAC REGION 1 PARTY RATE 7, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
8	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 8, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
9	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 9, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
10	UP TO 92% OF ANTHEM BLUE CROSS DEL NORTE REGION 1 PARTY RATE 10, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

11	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 11, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
12	UP TO 92% OF ANTHEM BLUE CROSS DEL NORTE REGION 1 PARTY RATE 12, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Fire District** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Fire District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **January 1, 2022**.

PASSED AND APPROVED this 9th day of November, 2021, by the following vote to wit:

AYES: Enter Text  
 NOES: Enter Text  
 ABSTAIN: Enter Text  
 ABSENT: Enter Text

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attest: \_\_\_\_\_  
 Clerk of the Board

**RESOLUTION NO. 2021-xxx**  
**FIXING THE EMPLOYER CONTRIBUTION**  
**UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**  
**AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**  
**700 ALL EMPLOYEES (NON-PERS)**

- WHEREAS, (1) Sacramento Metropolitan Fire District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<b>Party Rate</b>	<b>Contribution Per Month</b>
1	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 1, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
2	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 2, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
3	UP TO 92% OF BLUE SHIELD ACCESS+ REGION 1 PARTY RATE 3, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
4	UP TO PERS GOLD REGION 1 PARTY RATE 4
5	UP TO PERS GOLD REGION 1 PARTY RATE 5
6	UP TO PERS GOLD REGION 1 PARTY RATE 6
7	UP TO 92% OF PORAC REGION 1 PARTY RATE 7, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
8	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 8, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
9	UP TO 92% OF PERS PLATINUM REGION 1 PARTY RATE 9, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
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12	UP TO 92% OF ANTHEM BLUE CROSS DEL NORTE REGION 1 PARTY RATE 12, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Fire District** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Fire District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **January 1, 2022**.

AYES: Enter Text  
 NOES: Enter Text  
 ABSTAIN: Enter Text  
 ABSENT: Enter Text

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attest: \_\_\_\_\_  
 Clerk of the Board



# Sacramento Metropolitan Fire District

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

TODD HARMS  
*Fire Chief*

**DATE:** November 9, 2021

**TO:** Board of Directors

**SUBJECT:** Intergovernmental Transfers for January 1, 2021 through December 31, 2021

## TOPIC

Authorize the Fire Chief to enter into the necessary agreements to participate in the Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT), a federal reimbursement program covering the period of January 1, 2021 through December 31, 2021.

## DISCUSSION

Beginning in Fiscal Year 2014/2015, the District has participated in the VRRP to receive federal funds associated with the District's transport of Medi-Cal managed care beneficiaries. Participation in the VRRP requires agreements between the District and each of the five participating Managed Care Plans (Aetna, Anthem, Health Net, Kaiser, and Molina) and with the State of California to complete the transfers.

Under the VRRP, the District makes IGT contributions associated with each plan as well as a 20 percent State administrative fee, and the State receives matching funds from the federal government. The State then uses the amount contributed by the District and the federal government to pay the Plans enhanced rates, and the Plans use these funds (net of Plan administrative fees) to pay the District under the terms of the agreements.

The proposed agreements cover the 12-month period January 1, 2021 through December 31, 2021, with an initial transfer anticipated in the last quarter of calendar year 2022.

The State and plan agreements are substantially similar to those entered into in previous fiscal years.

## FISCAL IMPACT

Under the proposed IGTs, the District will transfer an estimated total of \$6,656,658 to the State (including the State administrative fee). This amount is subject to change by the State based on the finalization of actual plan activity. Estimated total plan payments

to the District are \$17,512,614, for estimated net new funds to the District of \$10,855,956.

The table below shows the District's estimated participation in the VRRP. The amounts allocated are not intended to represent a guaranteed level of funding for future years.

**Estimated IGT 2021: 1/1/21 - 12/31/21**

	Aetna	Anthem	Health Net	Kaiser	Molina	TOTAL IGT
District's IGT Contribution*	\$317,424	\$1,943,297	\$679,644	\$1,003,988	\$1,602,862	\$5,547,215
20% State Admin Fee	63,485	388,659	135,929	200,798	320,572	\$1,109,443
Total Transfer TO State	380,909	2,331,956	815,573	1,204,786	1,923,434	\$6,656,658
Estimated IGT Payments by Plan to District	1,291,083	6,349,177	2,072,182	2,379,293	5,420,879	\$17,512,614
Net Estimated Funds to District	\$910,175	\$4,017,221	\$1,256,609	\$1,174,508	\$3,497,444	\$10,855,956

\*Provided by State Department of Health Care Services

**RECOMMENDATION**

Staff recommends that the Board approve the attached resolution authorizing the Fire Chief to enter into the necessary agreements to participate in the VRRP covering the period January 1, 2021 through December 31, 2021.

Submitted By:

*Dave O'Toole*  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

Approved By:

\_\_\_\_\_  
Todd Harms  
Fire Chief



TODD HARMS  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2021-xxx

### A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT

**WHEREAS**, the Sacramento Metropolitan Fire District (hereinafter referred to as District) participates in the Voluntary Rate Range Program (VRRP) to receive federal funding associated with transports of Medi-Cal Managed Care beneficiaries; and

**WHEREAS**, participation in the VRRP for the period January 1, 2021 through December 31, 2021 is expected to result in an estimated \$10,855,956 of net new funds to the District; and

**WHEREAS**, participation in the VRRP requires entering into agreements with managed care plans (Plans) and with the State of California Department of Healthcare Services (DHCS).

**NOW, 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. Approve participation by the District in the VRRP covering the period January 1, 2021 through December 31, 2021.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the Amendments to the Health Plan-Provider Agreements with the Plans in substantially the forms attached hereto.
3. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the intergovernmental agreement regarding transfer of public funds with DHCS in substantially the form attached hereto.

**PASSED AND APPROVED** this 9<sup>th</sup> day of November, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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President, Board of Directors

**Attested by:**

---

Clerk of the Board

**ANTHEM BLUE CROSS  
INTERGOVERNMENTAL (IGT) HEALTH PLAN-PROVIDER AGREEMENT**

This Agreement is made this \_\_\_\_\_ of \_\_\_\_\_ 2021 by and between Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and the Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER."

**RECITALS:**

WHEREAS, Anthem Blue Cross, a corporate entity licensed under Health and Safety code Section 1349 et seq., has a contract with the State Department of Health Care Services ("State DHCS") pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan and to serve the residents of Sacramento County;

WHEREAS, PROVIDER is a Special District Fire Agency established under Health and Safety Code Section 13800 et.seq. which provides emergency response and ambulance transport to Plan members residing in Sacramento County; and,

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District ("GOVERNMENTAL FUNDING ENTITY") to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

**A. Payment**

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #21-10251 ("Intergovernmental Agreement") effective for the periods of **January 1, 2021 through December 31, 2021** for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

**B. Health Plan Retention**

(1) The PLAN shall retain a two and a half percent (2.5%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the two and a half percent (2.5%) fee shall be calculated based on the provider's proportionate share of the LMMCRR IGT payment made by PLAN in Sacramento County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

**C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) remain a participating provider for PLAN Medi-Cal patients; and,
- (2) maintain current emergency response and ambulance transport services for PLAN beneficiaries.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

The GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five (5) business days after the funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

**E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt and reconciliation of the IGT MMCRRIs from State DHCS.

**F. Consideration**

Sacramento Metropolitan Fire District and Anthem Blue Cross Health Plan-Provider Agreement **2021** Rate Range IGTs

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN may request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall

provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section H of this Agreement or otherwise in good faith by the parties. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

#### **J. Indemnification**

Notwithstanding anything to the contrary contained in the Agreement, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of the Agreement as a result of PLAN's receipt of IGT MMCRRIs or payment of LMMCRR IGT, including but not limited to the following circumstances:

(1) In the event that State DHCS, the Department of Health and Human Services or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to:

(a) State DHCS' failure to treat the IGT MMCRRIs or LMMCRR IGT Payments as set forth in the applicable sections of the Intergovernmental Agreement;

(b) the failure of the IGT MMCRRIs to qualify for federal participation pursuant to 42 C.F.R. part 433, subpart B; or

(c) overpayment of IGT MMCRRIs to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRRs paid to PROVIDER in an amount equal to the amount of IGT MMCRII payments recovered from PLAN, or by reduction of any other amounts owed to PLAN by PROVIDER.

(2) PLAN shall pursue an appeal, a lawsuit, or any other available legal action to challenge any recoupment by State DHCS, the Department of Health and Human Services, or any other federal or state agency that is not required by law, unless after consultation with PROVIDER and with good cause, PLAN acting reasonably determines that it is not in the best interest of PLAN and/or PROVIDER to do so;

(3) At PLAN's discretion PROVIDER shall either provide or arrange for legal representation on PLAN's behalf or PLAN shall arrange for its own representation and be entitled to reasonable attorney's fees and costs from PROVIDER for such representation, in addition to any and all other relief to which PLAN may be entitled, including but not limited to, the following circumstances:

(a) If any action at law, suit in equity, arbitration, or administrative action is brought against PLAN by State DHCS, the Department of Health and Human Services, or any other federal or state agency or other individual or organization to: (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) recoup, offset, or otherwise withhold any monies from PLAN relating to the IGT MMCRRIs or LMMCRR IGT Payments; or

(b) If PLAN brings any appeal, action at law, suit in equity, arbitration or administrative action against the State DHCS, or any other federal or state agency to (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) in response to an action described in subparagraph 1 or subparagraph 3(a) above; and

(4) If PLAN prevails in any appeal, action at law, suit in equity, arbitration, or administrative action taken against PLAN to enforce or interpret the IGT MMCRRIs or LMMCRRs, PLAN shall be entitled to reasonable attorney's fees and costs from PROVIDER.

**K. Relationship of the Parties**

For purposes of this Agreement, PLAN and PROVIDER are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement. In no way shall PLAN be construed to be providers of Health Services or responsible for the provision of such Health Services. PROVIDER shall be solely responsible to the Covered Individual for treatment and medical care with respect to the provision of Health Services. PROVIDER may freely communicate with Covered Individuals regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

PROVIDER hereby expressly acknowledges its understanding that this Agreement constitutes a contract between PROVIDER and PLAN, that PLAN is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans ("Association"), permitting PLAN to use the Blue Cross and/or Blue Shield Service Marks in the state where PLAN is located, and that PLAN is not contracting as the agent of the Association. PROVIDER further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than PLAN, and that no person, entity or organization other than PLAN shall be held accountable or liable to PROVIDER for any of PLAN's obligations to PROVIDER created under this Agreement. PROVIDER has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to PROVIDER to use the Brands. Any references to the Brands made by PROVIDER in its own materials are subject to review and approval by PLAN. This section shall not create any additional obligations whatsoever on the part of Plan, other than those obligations created under other provisions of this Agreement.

**L. Severability**

In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an

amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

#### **M. Remittance Information**

The IGT-funded payments made by the PLAN pursuant only to this Agreement, shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District  
**Todd Harms, Fire Chief**  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

Phone: **(916) 859-4300**  
Email: **Harms.Todd@metrofire.ca.gov**  
Tax ID: 68-0358779

\* Please also provide a copy of an updated W-9 if there are any changes from the previous W-9 provided

#### **N. Term**

The term of this Agreement shall commence on **January 1, 2021** and shall terminate on **December 31, 2024**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their duly authorized officers or agents.

**SIGNATURES**

**ANTHEM BLUE CROSS**

Signature: \_\_\_\_\_

Name: Paul Pakuckas \_\_\_\_\_

Title: RVP II, California Medicaid and Medicare \_\_\_\_\_

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

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

Signature: \_\_\_\_\_

Name: Todd Harms \_\_\_\_\_

Title: Fire Chief \_\_\_\_\_

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

HEALTH PLAN-PROVIDER AGREEMENT  
BY AND BETWEEN  
KAISER FOUNDATION HEALTH PLAN INC.  
AND  
SACRAMENTO METROPOLITAN FIRE DISTRICT  
TO IMPLEMENT THE **2021** RATE RANGE IGTs

This Health Plan-Provider Agreement (“Agreement”) is made by and between Kaiser Foundation Health Plan Inc., a California nonprofit public benefit corporation, on behalf of its Northern California region, hereinafter referred to as “PLAN”, and The Sacramento Metropolitan Fire District hereinafter referred to as “PROVIDER.”

RECITALS:

WHEREAS, PLAN is a health care service plan licensed under and subject to the Knox-Keene Care Service Plan Act of 1975, as amended, and is a party to a Medi-Cal managed care contract with the California Department of Health Care Services (“State DHCS”) to arrange and pay for the provision of covered Medi-Cal health care services to eligible Medi-Cal members, including Medi-Cal members residing in Sacramento County;

WHEREAS, PROVIDER is a special district located in Sacramento California organized and existing under Health and Safety Code § 13800 and provides emergency ambulance transports;

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers (“IGTs”) from the Sacramento Metropolitan Fire District “GOVERNMENTAL FUNDING ENTITY” to State DHCS to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

**1. IGT Capitation Rate Range Increases to PLAN for the **2021** IGT**

**A. Payment**

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer

of Public Funds, #21-10251, effective for the period of January 1, 2021 through December 31, 2021 for Intergovernmental Transfer Medi-Cal Managed Care Rate Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with Paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

**B. Health Plan Retention**

(1) As compensation for its administrative services in connection with this Agreement, PLAN shall retain a five percent (5%) administrative fee based on the total amount of the IGT MMCRII received from State DHCS. Each provider's share of the five percent (5%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payment made by PLAN in Sacramento County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those specified above.

**C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) Remain a Medi-CAL enrolled provider for ambulance transport services;
- (2) Remain in material compliance with its obligations under the Provider; Agreement and applicable law; and
- (3) Not issue a notice of termination of this Health Plan- Provider Agreement.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

PROVIDER shall notify PLAN when funding has been made pursuant to the Intergovernmental Agreement within five (5) business days of such transfer.

## **E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) Subject to Paragraph 1.K below, PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER.

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after PLAN's receipt of each IGT MMCRI from State DHCS.

## **F. Consideration**

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) ( b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds, will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made under the terms of this Agreement constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible and permitted by law on behalf of the safety net in Sacramento County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with Section H (above) of this Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Paragraph 1.J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of the PLAN's identification of such underpayment.

#### **J. Indemnification**

PROVIDER shall defend, indemnify and hold PLAN, its affiliated and related entities, and its and their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees or agents.

PLAN shall defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PLAN, its officers, employees or agents.

#### **K. Severability**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

#### **L. Status of Contractor**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any

rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

#### **M. Remittance Information**

PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using electronic funds transfer; PROVIDER agrees to supply PLAN with all information and materials required for this method of payment.

#### **2. Term**

The term of this Agreement shall commence on **January 1, 2021** and shall terminate on **December 31, 2024**.

#### **SIGNATURES**

PLAN: Kaiser Foundation Health Plan, Inc.

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

Nathaniel L. Oubre, Vice President, CA Medi-Cal and CHC

PROVIDER: Sacramento Metropolitan Fire District

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

Todd Harms, Fire Chief

HEALTH PLAN-PROVIDER AGREEMENT  
BY AND BETWEEN  
AETNA BETTER HEALTH OF CALIFORNIA  
AND  
SACRAMENTO METROPOLITAN FIRE DISTRICT  
TO IMPLEMENT THE **2021** RATE RANGE IGTs

This Health Plan-Provider Agreement ("Agreement") is made by and between Aetna Better Health of California, a corporation, hereinafter referred to as "PLAN", and the Sacramento Metropolitan Fire District hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, PLAN is a health care service plan licensed under and subject to the Knox-Keene Care Service Plan Act of 1975, as amended, and is a party to a Medi-Cal managed care contract with the California Department of Health Care Services ("State DHCS") to arrange and pay for the provision of covered Medi-Cal health care services to eligible Medi-Cal members, including Medi-Cal members residing in Sacramento County;

WHEREAS, PROVIDER is a local government entity duly licensed by the State of California to provide emergency ambulance transports;

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District "GOVERNMENTAL FUNDING ENTITY" to State DHCS to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

**1. 2021 IGT Medi-Cal Managed Care Capitation Rate Range Increases to PLAN**

**A. Payment**

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # **21-10251**, effective for the period of **January 1, 2021 through December 31, 2021** for Intergovernmental Transfer Medi-Cal Managed

Care Rate Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with Paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

#### **B. Health Plan Retention**

(1) As compensation for its administrative services in connection with this Agreement, PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRII received from State DHCS. Each provider's share of the two percent (2%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT Payments made by PLAN in Sacramento County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those specified above.

#### **C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) Remain a participating provider in the PLAN and not issue a notice of termination of the Agreement; and
- (2) Maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

#### **D. Schedule and Notice of Transfer of Non-Federal Funds**

PROVIDER shall notify PLAN when funding has been made pursuant to the Intergovernmental Agreement within five (5) business days of such transfer.

#### **E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after PLAN's receipt of the IGT MMCRR from State DHCS.

#### **F. Consideration**

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) ( b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds, will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other

intermediary organization. Payments made under the terms of this Agreement constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible and permitted by law on behalf of the safety net in Sacramento County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with Section H (above) of this Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of the PLAN's identification of such underpayment.

#### **J. Indemnification**

PROVIDER shall defend, indemnify and hold PLAN, its affiliated and related entities, and its and their respective officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees or agents.

PLAN shall defend, indemnify and hold PROVIDER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PLAN, its officers, employees or agents.

#### **K. Severability**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

#### **L. Status of Contractor**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

## **M. Remittance Information**

PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER. Below are details if payment will be mailed to PROVIDER.

Todd Harms, Fire Chief  
Sacramento Metropolitan Fire District  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655  
(916) 859-4300 Harms.Todd@metrofire.ca.gov

## **2. Term**

The term of this Agreement shall commence on **January 1, 2021** and shall terminate on **December 31, 2024**.

## SIGNATURES

PLAN: Aetna Better Health of California

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

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

**Verne Brizendine**, Chief Executive Officer

PROVIDER: Sacramento Metropolitan Fire District

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

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

Todd Harms, Fire Chief, Sacramento Metropolitan Fire District

## HEALTH PLAN-PROVIDER AGREEMENT

### AMENDMENT TO AGREEMENT BETWEEN HEALTH NET OF CALIFORNIA, INC. AND SACRAMENTO METROPOLITAN FIRE DISTRICT

#### **AMENDMENT 8**

This Amendment is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between Health Net of California, Inc., a California corporation licensed pursuant to Health and Safety Code section 1349 et seq. to act as a health plan hereinafter referred to as "PLAN," and Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER."

#### RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Section XIII of such Agreement provides for amending such Agreement;

WHEREAS, Health Net Community Solutions, Inc. (HNCS), a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. HNCS has contracted with Health Net of California, Inc. to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. Health Net of California, Inc. has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to HNCS Medi-Cal members in Sacramento County. For purposes of this Amendment, Health Net of California, Inc. and Health Net Community Solutions, Inc. shall collectively be referred to as "PLAN,"

WHEREAS, the Sacramento Metropolitan Fire District ("Metro Fire") is a California special district located in Sacramento County serving a population of more than 700,000. As a 9-1-1 ambulance provider, Metro Fire responds to emergencies with a paramedic staffed vehicle and transports patients to area hospitals regardless of their type of health insurance or ability to pay.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

**Amendment 8** of the Agreement is added to read as follows:

## **2021 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES**

### **1. IGT Capitation Rate Range Increases to PLAN**

#### **A. Payment**

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # 21-10251, (“Intergovernmental Agreement”) effective for the period **January 1, 2021 through December 31, 2021** for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

#### **B. Health Plan Retention**

(1) The PLAN shall not impose a fee or retention amount, or reduce other payments to a county public hospital health system, that would result in a direct or indirect reduction to the payments authorized under Welfare and Institutions Code Section 14301.5.

(2) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program. Each provider’s share of the two percent (2%) fee shall be calculated based on that provider’s proportionate share of the LMMCRR IGT payments made by Plan in Sacramento County.

(3) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

#### **C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five (5) business days after the District funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

**E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

**F. Consideration**

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with

other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section VIII of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

**J. Indemnification**

(1) Anything to the contrary contained in the Agreement notwithstanding, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of this Amendment as a result of PLAN's receipt of IGT rate increases or payment of LMMCRR IGT payments, including but not limited to the following circumstances:

(2) In the event that DHS, the Department of Human Health and Services or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to (a) State DHCS' use of IGT Rate Increases or LMMCRR IGT payments to supplant or replace other amount in violation of the restrictions in Section 2.2 of the Intergovernmental Agreement; (b) the failure of the IGT Rate Increases to qualify in whole or part for federal participation pursuant to 42 C.F.R. part 433, subpart B; or (c) overpayment of the IGT Rate Increases to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGT payments paid to PROVIDER in an amount equal to the amount of IGT Rate Increases payments recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

**K. Severability**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

**L. Status of Contractor**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each

party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

#### **M. Remittance Information**

The IGT-funded payments made by the PLAN pursuant only to this Amendment, shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District  
**Todd Harms, Fire Chief**  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

(916) 859-4300 [Harms.Todd@metrofire.ca.gov](mailto:Harms.Todd@metrofire.ca.gov)

#### **2. Term**

The term of this Amendment shall commence on **January 1, 2021** and shall terminate on **December 31, 2024**.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

**SIGNATURES**

HEALTH PLAN: HEALTH NET OF CALIFORNIA, INC.

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

Garrett M. Leaf, Chief Financial Officer, Health Net of California Inc.

PROVIDER: SACRAMENTO METROPOLITAN FIRE DISTRICT

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

Todd Harms, Fire Chief, Sacramento Metropolitan Fire District

## HEALTH PLAN-PROVIDER AGREEMENT

### AMENDMENT TO AGREEMENT BETWEEN MOLINA HEALTHCARE AND SACRAMENTO METROPOLITAN FIRE DISTRICT

#### **AMENDMENT 8**

This Amendment is made by and between Molina Healthcare, a California corporation licensed pursuant to Health and Safety Code section 1349 et seq. to act as a health plan hereinafter referred to as "PLAN," and Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER."

#### RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective January 1, 2013;

WHEREAS, Section XIII of such Agreement provides for amending such Agreement;

WHEREAS, Molina Healthcare, a corporate entity licensed under Health and Safety Code Section 1349 et seq. has a contract with the California Department of Health Care Services (State DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan. Molina Healthcare of California Partner Plan, Inc. has subsequently entered into the Agreement referenced above, and amendments to it, to allow PROVIDER to render such services to Molina Healthcare of California Partner Plan, Inc. Medi-Cal members in Sacramento County;

WHEREAS, PROVIDER is a California special district located in Sacramento County serving a population of more than 700,000. As a 9-1-1 ambulance provider, Metro Fire responds to emergencies with a paramedic staffed vehicle and transports patients to area hospitals regardless of their type of health insurance or ability to pay.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the Sacramento Metropolitan Fire District (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:  
**Amendment 8** of the Agreement is added to read as follows:

#### **2021 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES**

##### **1. IGT Capitation Rate Range Increases to PLAN**

###### **A. Payment**

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY's Intergovernmental Agreement Regarding Transfer of Public Funds, # **21-10251**, effective for the period **January 1, 2021 through December 31, 2021** for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases, ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

**B. Health Plan Retention**

(1) The PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the two percent (2%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payments made by Plan in Sacramento County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

**C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement; and
- (2) maintain its current emergency response services for PLAN Medi-Cal beneficiaries.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five (5) business days after the funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

**E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer). After retaining the Plan's administrative fee, as shown in Section B above, PLAN will pay PROVIDER a percent of the remaining LMMCRR IGT payment equal to the PROVIDER's contribution as a percent of total governmental entity contributions to this IGT.

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

**F. Consideration**

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

#### **G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

#### **H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sacramento County.

#### **I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section VIII of the Agreement and Section K below. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

#### **J. Indemnification**

PLAN and PROVIDER agree to indemnify and hold harmless the other party for any losses or delays in capitation payments as a result of the LMMCRR IGT arising from the Intergovernmental Agreement.

## **K. Dispute Resolution**

All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or by mediation, which shall be required prior to moving to arbitration, shall be resolved exclusively by arbitration in accordance with the provisions of this Subsection. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the San Diego JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

## **L. Severability**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid and the remaining provisions of this Agreement shall remain in full force and effect, and to the extent the provisions of this Agreement are severable.

## **M. Status of Contractor**

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each

party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

#### **N. Remittance Information**

The IGT-funded payments made by the PLAN pursuant to this Amendment only shall be mailed to the PROVIDER at the address set forth below:

Sacramento Metropolitan Fire District  
**Todd Harms, Fire Chief**  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655  
(916) 859-**4300** [Harms.Todd@metrofire.ca.gov](mailto:Harms.Todd@metrofire.ca.gov)

#### **2. Term**

The term of this Amendment shall commence on **January 1, 2021** and shall terminate on **December 31, 2024**.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

## SIGNATURES

HEALTH PLAN: MOLINA HEALTHCARE

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

Paul Van Duine, Vice President of Network Management and Operations, Molina Healthcare

PROVIDER: SACRAMENTO METROPOLITAN FIRE DISTRICT

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

Todd Harms, Fire Chief, Sacramento Metropolitan Fire District

# *Resolution for Donald Burton Station 26 Dedication*

*WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wish to dedicate Station 26 in memory of Donald Burton, who passed away June 5, 2005, at the age of 61 from job-related illness; and*

*WHEREAS, Donald Burton served for 36 years with the Sacramento Metropolitan Fire District. He was an honorable fire captain, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 26, proudly serving the Sacramento communities of North Highlands and Antelope; and*

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

*NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Donald Burton for his countless contributions and the support he provided for the fire service and public safety by dedicating Station 26 in his honor.*

*BE IT FURTHER RESOLVED, that this foregoing Resolution No. 21-106 was passed and adopted on November 9, 2021, by the Sacramento Metropolitan Fire District Board of Directors.*

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Matt Kelly, Board President

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Michelle Dehoney, Interim Board Clerk



# Sacramento Metropolitan Fire District

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

Todd Harms  
*Fire Chief*

**DATE:** November 9, 2021

**TO:** Board of Directors

**SUBJECT:** Resolution providing for the Redistricting Divisional/Election Boundaries of the Sacramento Metropolitan Fire District

## TOPIC

District division boundaries are required to be adjusted in accordance with Section 22000(a) of the Elections Code as a result of the 2020 decennial Census so that each division is equal in population, as far as practicable.

## DISCUSSION

The District's Board of Directors was presented with the initial findings of these population changes at the regular board meeting on September 9, 2021. The information presented at that meeting showed that the deviation in the population sizes between divisions exceeded the acceptable range for such changes, resulting in a need to redraw division boundary lines. After the initial presentation, the Board voted to establish the Redistricting Ad Hoc Committee, consisting of three members of the Board, for the purposes of working with the District's consultant, Redistricting Partners, to draft the necessary boundary revisions that would reduce population deviations and re-balance division populations. At this time, the information regarding redistricting the divisional boundaries/election lines was posted on the District's website, [www.metrofire.ca.gov](http://www.metrofire.ca.gov) in order to garner input from the public and also to allow them to have a forum in which to submit their ideas and suggestions in regards to redistricting.

The Redistricting Ad Hoc Committee then met with Redistricting Partners three times, and drafted a boundary revision plan that ensures balance of populations between divisions. This draft plan was presented to the Board at the regular board meeting on October 14, 2021. A Public Hearing to discuss the proposed changes included in Draft Plan 1 was held at the regular board meeting on October 28, 2021. At that time, there were no further comments and/or suggestions from the Board of Directors or members of the public and staff was directed to prepare the necessary documents and Resolution to officially adopt the final map.

The new Redistricting Map has a 7.9% population differential which meets the legal requirement of no more than 10%.



# Sacramento Metropolitan Fire District

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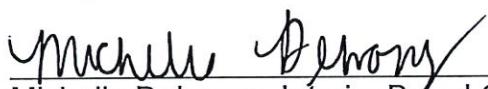
Todd Harms  
*Fire Chief*

Exhibits to the attached Redistricting Resolution include a map of the current division boundaries (Exhibit "A"), legal descriptions of the nine (9) adjusted division boundaries (Exhibit "B"), and the Final District and Election Boundary Map (Exhibit "C").

## RECOMMENDATION

Recommend the Board of Directors adopt the Resolution providing for the adjustment of the Division Boundaries in accordance with the attached Final District and Election Boundary Map, Exhibit "C", of the Sacramento Metropolitan Fire District.

Submitted by:

  
\_\_\_\_\_  
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*

## RESOLUTION NO. 2021-XXX

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADJUSTING DIVISION BOUNDARIES

**WHEREAS**, the Directors of the Sacramento Metropolitan Fire District are elected by division, and the current boundaries of each of the District's nine (9) divisions are depicted on the map attached hereto as Exhibit "A"; and

**WHEREAS**, Section 22000(a) of the Elections Code requires the District to adjust division boundaries after each federal decennial census; and

**WHEREAS**, the 2020 census has been released; and

**WHEREAS**, the Board of Directors now desires to adjust the District division boundaries in accordance with that census so that each of the divisions are, as far as practicable, equal in population in accordance with the requirements of Section 22000(a) of the Elections Code; and

**NOW, THEREFORE BE IT RESOLVED BY THE SACRAMENTO METROPOLITAN FIRE DISTRICT**, that the boundaries of the nine (9) election divisions of the Sacramento Metropolitan Fire District are adjusted in accordance with the descriptions attached hereto and incorporated herein as Exhibit "B".

**BE IT FURTHER RESOLVED**, that the Final Map of the revised District divisional boundaries is attached hereto and incorporated herein as Exhibit "C" for adoption.

**PASSED AND APPROVED** this 9<sup>th</sup> day of November, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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

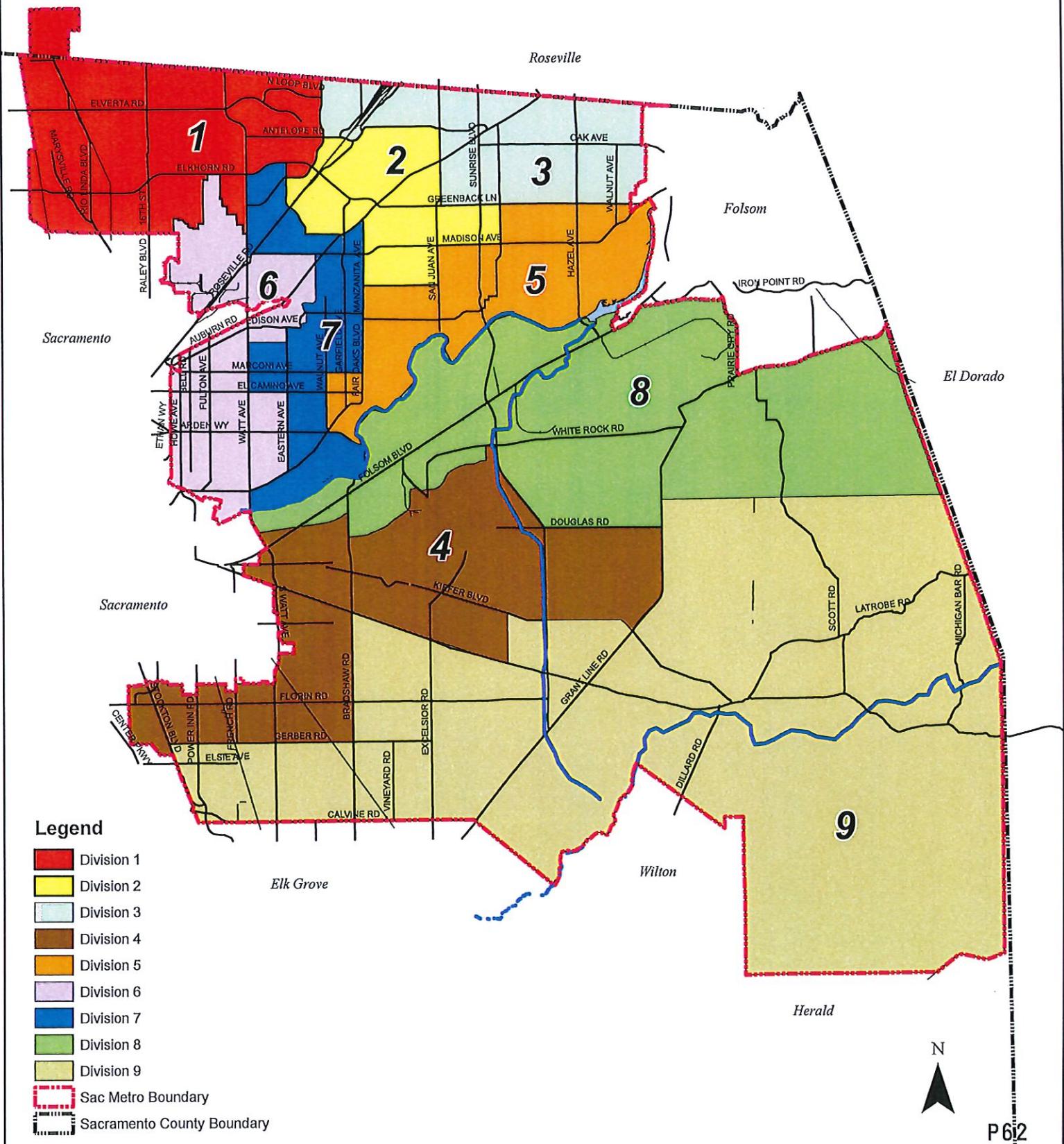
**Attested by:**

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

# Exhibit "A"

## Sacramento Metropolitan Fire District

### District and Election Boundary Map





## Sacramento Metropolitan Fire District

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

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REGULAR BOARD MEETING AGENDA

TUESDAY, NOVEMBER 9, 2021

# Exhibit “B” Legal Descriptions of the Nine (9) Adjusted Boundaries

## Division 1

All of that portion of Placer County bounded and described as follows:

Beginning at the point of intersection of the Sutter/Placer county line and the Sacramento/Placer county line, and proceeding easterly along the Sutter/Placer county line to Locust Rd, and proceeding southerly along Locust Rd to the Sacramento/Placer county line, and proceeding westerly along the Sacramento/Placer county line to the point of beginning.

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of the Sutter/Sacramento county line and the Elverta census designated place line, and proceeding easterly along the Sutter/Sacramento county line to the Placer/Sacramento county line, and proceeding easterly along the Placer/Sacramento county line to Don Julio Blvd, and proceeding southerly along Don Julio Blvd to the Foothill Farms/Antelope census designated place line, and proceeding westerly along the Foothill Farms/Antelope census designated place line to the Foothill Farms/North Highlands census designated place line, and proceeding southerly along the Foothill Farms/North Highlands census designated place line to Walerga Rd, and proceeding southerly along Walerga Rd to the Foothill Farms/North Highlands census designated place line, and proceeding southerly along the Foothill Farms/North Highlands census designated place line to fence (TLID:648348703), and proceeding westerly along fence (TLID:648348703) to Gilman Way, and proceeding southerly along Gilman Way to Karl Dr, and proceeding westerly along Karl Dr to Watt Ave, and proceeding southerly along Watt Ave to the McClellan Park/North Highlands census designated place line, and proceeding westerly along the McClellan Park/North Highlands census designated place line to Skyarla Ave, and proceeding westerly along Skyarla Ave to Dudley Blvd, and proceeding northerly along Dudley Blvd to Recreation Way, and proceeding westerly along Recreation Way to 32nd St, and proceeding northerly along 32nd St to the McClellan Park/North Highlands census designated place line, and proceeding northerly along the McClellan Park/North Highlands census designated place line to stream/river (TLID:639896831), and proceeding westerly along stream/river (TLID:639896831) to stream/river (TLID:639034746), and proceeding southerly along stream/river (TLID:639034746) to stream/river (TLID:133443445), and proceeding westerly along stream/river (TLID:133443445) to stream/river (TLID:133442262), and proceeding southerly along stream/river (TLID:133442262) to Patrol Rd, and proceeding southerly along Patrol Rd to the Rio Linda/McClellan Park census designated place line, and proceeding westerly along the Rio Linda/McClellan Park census designated place line to nonvisible boundary (TLID:133426908), and proceeding southerly along nonvisible boundary (TLID:133426908) to nonvisible boundary (TLID:133426909), and proceeding easterly along nonvisible boundary (TLID:133426909) to nonvisible boundary (TLID:649946277), and proceeding southerly along nonvisible boundary (TLID:649946277) to nonvisible boundary (TLID:133439172), and proceeding southerly along nonvisible boundary (TLID:133439172) to nonvisible boundary (TLID:648063801), and proceeding southerly along nonvisible boundary (TLID:648063801) to nonvisible boundary (TLID:649945324), and proceeding westerly along nonvisible boundary (TLID:649945324) to 24th St, and proceeding northerly along 24th St to nonvisible boundary (TLID:133426889), and proceeding northerly along nonvisible boundary (TLID:133426889) to Magpie, and proceeding westerly along Magpie to nonvisible boundary (TLID:133425892), and proceeding westerly along nonvisible boundary (TLID:133425892) to the Sacramento/McClellan Park city/census designated place line, and proceeding westerly along the Sacramento/McClellan Park

city/census designated place line to the Sacramento/Rio Linda city/census designated place line, and proceeding westerly along the Sacramento/Rio Linda city/census designated place line to Rio Linda Blvd, and proceeding northerly along Rio Linda Blvd to nonvisible boundary (TLID:651924548), and proceeding westerly along nonvisible boundary (TLID:651924548) to nonvisible boundary (TLID:651924549), and proceeding westerly along nonvisible boundary (TLID:651924549) to the Sacramento/Rio Linda city/census designated place line, and proceeding westerly along the Sacramento/Rio Linda city/census designated place line to the Sacramento city line, and proceeding westerly along the Sacramento city line to E Levee Rd, and proceeding northerly along E Levee Rd to nonvisible boundary (TLID:133375119), and proceeding easterly along nonvisible boundary (TLID:133375119) to nonvisible boundary (TLID:133375116), and proceeding easterly along nonvisible boundary (TLID:133375116) to Straugh Rd, and proceeding easterly along Straugh Rd to the Elverta census designated place line, and proceeding northerly along the Elverta census designated place line to the point of beginning.

## Division 2

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of Walerga Rd and the North Highlands/Foothill Farms census designated place line, and proceeding northerly along Walerga Rd to the North Highlands/Foothill Farms census designated place line, and proceeding northerly along the North Highlands/Foothill Farms census designated place line to the Antelope/Foothill Farms census designated place line, and proceeding easterly along the Antelope/Foothill Farms census designated place line to the Antelope/Citrus Heights census designated place/city line, and proceeding easterly along the Antelope/Citrus Heights census designated place/city line to Antelope Rd, and proceeding easterly along Antelope Rd to Auburn Blvd, and proceeding southerly along Auburn Blvd to Sylvan Rd, and proceeding southerly along Sylvan Rd to Greenback Ln, and proceeding easterly along Greenback Ln to the Fair Oaks/Citrus Heights census designated place/city line, and proceeding southerly along the Fair Oaks/Citrus Heights census designated place/city line to Fair Oaks Blvd, and proceeding southerly along Fair Oaks Blvd to Madison Ave, and proceeding westerly along Madison Ave to the Fair Oaks/Citrus Heights census designated place/city line, and proceeding westerly along the Fair Oaks/Citrus Heights census designated place/city line to the Carmichael/Citrus Heights census designated place/city line, and proceeding westerly along the Carmichael/Citrus Heights census designated place/city line to Madison Ave, and proceeding westerly along Madison Ave to Manzanita Ave, and proceeding northerly along Manzanita Ave to the Carmichael/Citrus Heights census designated place/city line, and proceeding northerly along the Carmichael/Citrus Heights census designated place/city line to Auburn Blvd, and proceeding westerly along Auburn Blvd to the North Highlands/Foothill Farms census designated place line, and proceeding westerly along the North Highlands/Foothill Farms census designated place line to Walerga Rd, and proceeding northerly along Walerga Rd to the North Highlands/Foothill Farms census designated place line, and proceeding northerly along the North Highlands/Foothill Farms census designated place line to the point of beginning.

### Division 3

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of Don Julio Blvd and the Foothill Farms/Antelope census designated place line, and proceeding northerly along Don Julio Blvd to the Placer/Sacramento county line, and proceeding easterly along the Placer/Sacramento county line to Pearl Way, and proceeding southerly along Pearl Way to the Placer/Sacramento county line, and proceeding easterly along the Placer/Sacramento county line to Bonnie Oak Way, and proceeding easterly along Bonnie Oak Way to Sheridan Ave, and proceeding northerly along Sheridan Ave to the Placer/Sacramento county line, and proceeding easterly along the Placer/Sacramento county line to nonvisible boundary (TLID:133375175), and proceeding southerly along nonvisible boundary (TLID:133375175) to the Folsom/Orangevale city/census designated place line, and proceeding southerly along the Folsom/Orangevale city/census designated place line to Madison Ave, and proceeding southerly along Madison Ave to Pershing Ave, and proceeding westerly along Pershing Ave to Hazel Ave, and proceeding northerly along Hazel Ave to Greenback Ln, and proceeding westerly along Greenback Ln to the Fair Oaks/Orangevale census designated place line, and proceeding westerly along the Fair Oaks/Orangevale census designated place line to Greenback Ln, and proceeding westerly along Greenback Ln to Sylvan Rd, and proceeding northerly along Sylvan Rd to Auburn Blvd, and proceeding northerly along Auburn Blvd to Antelope Rd, and proceeding westerly along Antelope Rd to the Citrus Heights/Antelope city/census designated place line, and proceeding westerly along the Citrus Heights/Antelope city/census designated place line to the Foothill Farms/Antelope census designated place line, and proceeding southerly along the Foothill Farms/Antelope census designated place line to the point of beginning.

#### Division 4

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of the Sacramento/Florin city/census designated place line and Stockton Blvd, and proceeding easterly along the Sacramento/Florin city/census designated place line to the Sacramento city line, and proceeding northerly along the Sacramento city line to the Sacramento/Rosemont city/census designated place line, and proceeding westerly along the Sacramento/Rosemont city/census designated place line to the La Riviera/Rosemont census designated place line, and proceeding easterly along the La Riviera/Rosemont census designated place line to Mayhew Rd, and proceeding southerly along Mayhew Rd to Goethe Rd, and proceeding easterly along Goethe Rd to the Rosemont/Mather census designated place line, and proceeding northerly along the Rosemont/Mather census designated place line to the Rancho Cordova/Mather city/census designated place line, and proceeding easterly along the Rancho Cordova/Mather city/census designated place line to Union Pacific RR, and proceeding westerly along Union Pacific RR to Old Placerville Rd, and proceeding northerly along Old Placerville Rd to nonvisible boundary (TLID:644407268), and proceeding easterly along nonvisible boundary (TLID:644407268) to Mather Field Rd, and proceeding easterly along Mather Field Rd to International Dr, and proceeding easterly along International Dr to Kilgore Rd, and proceeding northerly along Kilgore Rd to White Rock Rd, and proceeding easterly along White Rock Rd to Sunrise Blvd, and proceeding southerly along Sunrise Blvd to Douglas Rd, and proceeding easterly along Douglas Rd to the Rancho Cordova city line, and proceeding southerly along the Rancho Cordova city line to Kiefer Blvd, and proceeding northerly along Kiefer Blvd to the Mather census designated place line, and proceeding westerly along the Mather census designated place line to Eagles Nest Rd, and proceeding southerly along Eagles Nest Rd to Jackson Rd, and proceeding westerly along Jackson Rd to Bradshaw Rd, and proceeding southerly along Bradshaw Rd to Gerber Rd, and proceeding westerly along Gerber Rd to the Vineyard/Florin census designated place line, and proceeding westerly along the Vineyard/Florin census designated place line to Gerber Rd, and proceeding westerly along Gerber Rd to Stockton Blvd, and proceeding northerly along Stockton Blvd to the point of beginning.

## Division 5

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of Walnut Ave and Fair Oaks Blvd, and proceeding northerly along Walnut Ave to Marconi Ave, and proceeding easterly along Marconi Ave to Fair Oaks Blvd, and proceeding northerly along Fair Oaks Blvd to Manzanita Ave, and proceeding northerly along Manzanita Ave to Madison Ave, and proceeding easterly along Madison Ave to the Citrus Heights/Carmichael city/census designated place line, and proceeding easterly along the Citrus Heights/Carmichael city/census designated place line to the Citrus Heights/Fair Oaks city/census designated place line, and proceeding easterly along the Citrus Heights/Fair Oaks city/census designated place line to Madison Ave, and proceeding easterly along Madison Ave to Fair Oaks Blvd, and proceeding northerly along Fair Oaks Blvd to the Citrus Heights/Fair Oaks city/census designated place line, and proceeding northerly along the Citrus Heights/Fair Oaks city/census designated place line to the Orangevale/Fair Oaks census designated place line, and proceeding easterly along the Orangevale/Fair Oaks census designated place line to Greenback Ln, and proceeding easterly along Greenback Ln to Hazel Ave, and proceeding southerly along Hazel Ave to Pershing Ave, and proceeding easterly along Pershing Ave to Madison Ave, and proceeding easterly along Madison Ave to the Folsom/Orangevale city/census designated place line, and proceeding easterly along the Folsom/Orangevale city/census designated place line to the Folsom/Fair Oaks city/census designated place line, and proceeding southerly along the Folsom/Fair Oaks city/census designated place line to the Folsom city line, and proceeding southerly along the Folsom city line to nonvisible boundary (TLID:648280938), and proceeding westerly along nonvisible boundary (TLID:648280938) to shoreline (TLID:648280939), and proceeding westerly along shoreline (TLID:648280939) to shoreline (TLID:615690363), and proceeding westerly along shoreline (TLID:615690363) to nonvisible boundary (TLID:615690367), and proceeding westerly along nonvisible boundary (TLID:615690367) to Folsom South, and proceeding northerly along Folsom South to the Fair Oaks census designated place line, and proceeding westerly along the Fair Oaks census designated place line to unnamed Local road (TLID:649946352), and proceeding southerly along unnamed Local road (TLID:649946352) to shoreline (TLID:133425462), and proceeding westerly along shoreline (TLID:133425462) to the Gold River census designated place line, and proceeding northerly along the Gold River census designated place line to the Gold River/Fair Oaks census designated place line, and proceeding westerly along the Gold River/Fair Oaks census designated place line to Bridge St, and proceeding northerly along Bridge St to shoreline (TLID:133378285), and proceeding westerly along shoreline (TLID:133378285) to Sunrise Blvd, and proceeding southerly along Sunrise Blvd to the Rancho Cordova/Fair Oaks city/census designated place line, and proceeding westerly along the Rancho Cordova/Fair Oaks city/census designated place line to the Rancho Cordova/Carmichael city/census designated place line, and proceeding westerly along the Rancho Cordova/Carmichael city/census designated place line to nonvisible boundary (TLID:642196973), and proceeding westerly along nonvisible boundary (TLID:642196973) to shoreline (TLID:647404593), and proceeding southerly along shoreline (TLID:647404593) to shoreline (TLID:644403210), and proceeding southerly along shoreline (TLID:644403210) to shoreline (TLID:615691211), and proceeding southerly along shoreline (TLID:615691211) to shoreline (TLID:649942818), and proceeding southerly along shoreline (TLID:649942818) to shoreline (TLID:649940607), and proceeding westerly along shoreline (TLID:649940607) to shoreline (TLID:648218941), and proceeding westerly along shoreline (TLID:648218941) to the Rancho Cordova/Carmichael city/census

designated place line, and proceeding westerly along the Rancho Cordova/Carmichael city/census designated place line to nonvisible boundary (TLID:133423355), and proceeding westerly along nonvisible boundary (TLID:133423355) to nonvisible boundary (TLID:133423354), and proceeding westerly along nonvisible boundary (TLID:133423354) to unnamed Walkway (TLID:133423353), and proceeding westerly along unnamed Walkway (TLID:133423353) to unnamed Walkway (TLID:133423352), and proceeding westerly along unnamed Walkway (TLID:133423352) to Arden Way, and proceeding westerly along Arden Way to Fair Oaks Blvd, and proceeding northerly along Fair Oaks Blvd to the point of beginning.

## Division 6

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of the Sacramento/McClellan Park city/census designated place line and nonvisible boundary (TLID:646258945), and proceeding westerly along the Sacramento/McClellan Park city/census designated place line to nonvisible boundary (TLID:133425892), and proceeding easterly along nonvisible boundary (TLID:133425892) to Magpie, and proceeding northerly along Magpie to nonvisible boundary (TLID:133426889), and proceeding southerly along nonvisible boundary (TLID:133426889) to 24th St, and proceeding southerly along 24th St to nonvisible boundary (TLID:649945324), and proceeding easterly along nonvisible boundary (TLID:649945324) to nonvisible boundary (TLID:648063801), and proceeding northerly along nonvisible boundary (TLID:648063801) to nonvisible boundary (TLID:133439172), and proceeding northerly along nonvisible boundary (TLID:133439172) to nonvisible boundary (TLID:649946277), and proceeding northerly along nonvisible boundary (TLID:649946277) to nonvisible boundary (TLID:133426909), and proceeding westerly along nonvisible boundary (TLID:133426909) to nonvisible boundary (TLID:133426908), and proceeding northerly along nonvisible boundary (TLID:133426908) to the McClellan Park/Rio Linda census designated place line, and proceeding easterly along the McClellan Park/Rio Linda census designated place line to Patrol Rd, and proceeding northerly along Patrol Rd to stream/river (TLID:133442262), and proceeding northerly along stream/river (TLID:133442262) to stream/river (TLID:133443445), and proceeding easterly along stream/river (TLID:133443445) to stream/river (TLID:639034746), and proceeding northerly along stream/river (TLID:639034746) to stream/river (TLID:639896831), and proceeding easterly along stream/river (TLID:639896831) to the North Highlands/McClellan Park census designated place line, and proceeding southerly along the North Highlands/McClellan Park census designated place line to 32nd St, and proceeding southerly along 32nd St to Recreation Way, and proceeding easterly along Recreation Way to Dudley Blvd, and proceeding southerly along Dudley Blvd to Skyarla Ave, and proceeding easterly along Skyarla Ave to the North Highlands/McClellan Park census designated place line, and proceeding southerly along the North Highlands/McClellan Park census designated place line to Union Pacific RR, and proceeding northerly along Union Pacific RR to nonvisible boundary (TLID:133359552), and proceeding easterly along nonvisible boundary (TLID:133359552) to Madison Ave, and proceeding northerly along Madison Ave to College Oak Dr, and proceeding southerly along College Oak Dr to the Carmichael/North Highlands census designated place line, and proceeding southerly along the Carmichael/North Highlands census designated place line to Winding Way, and proceeding southerly along Winding Way to the Carmichael/Arden-Arcade census designated place line, and proceeding southerly along the Carmichael/Arden-Arcade census designated place line to Gibbons Dr, and proceeding westerly along Gibbons Dr to Edison Ave, and proceeding southerly along Edison Ave to Eastern Ave, and proceeding southerly along Eastern Ave to Whitney Ave, and proceeding westerly along Whitney Ave to Watt Ave, and proceeding southerly along Watt Ave to the Sacramento/Arden-Arcade city/census designated place line, and proceeding westerly along the Sacramento/Arden-Arcade city/census designated place line to University Ave, and proceeding northerly along University Ave to Fair Oaks Blvd, and proceeding westerly along Fair Oaks Blvd to the Sacramento/Arden-Arcade city/census designated place line, and proceeding westerly along the Sacramento/Arden-Arcade city/census designated place line to shoreline (TLID:645284787), and proceeding northerly along shoreline (TLID:645284787) to shoreline (TLID:133435602),

and proceeding easterly along shoreline (TLID:133435602) to shoreline (TLID:649314627), and proceeding northerly along shoreline (TLID:649314627) to shoreline (TLID:649314632), and proceeding easterly along shoreline (TLID:649314632) to shoreline (TLID:649314631), and proceeding northerly along shoreline (TLID:649314631) to shoreline (TLID:649314621), and proceeding northerly along shoreline (TLID:649314621) to the Sacramento/Arden-Arcade city/census designated place line, and proceeding northerly along the Sacramento/Arden-Arcade city/census designated place line to I- 80 Bus, and proceeding northerly along I- 80 Bus to the Sacramento/Arden-Arcade city/census designated place line, and proceeding easterly along the Sacramento/Arden-Arcade city/census designated place line to Winding Way, and proceeding easterly along Winding Way to nonvisible boundary (TLID:645237801), and proceeding northerly along nonvisible boundary (TLID:645237801) to nonvisible boundary (TLID:645237791), and proceeding westerly along nonvisible boundary (TLID:645237791) to Auburn Blvd, and proceeding southerly along Auburn Blvd to the Sacramento/North Highlands city/census designated place line, and proceeding northerly along the Sacramento/North Highlands city/census designated place line to I- 80 Bus, and proceeding southerly along I- 80 Bus to Watt Ave, and proceeding northerly along Watt Ave to the Sacramento/North Highlands city/census designated place line, and proceeding northerly along the Sacramento/North Highlands city/census designated place line to I- 80, and proceeding westerly along I- 80 to Longview Dr, and proceeding westerly along Longview Dr to the Sacramento/North Highlands city/census designated place line, and proceeding westerly along the Sacramento/North Highlands city/census designated place line to the McClellan Park/North Highlands census designated place line, and proceeding northerly along the McClellan Park/North Highlands census designated place line to nonvisible boundary (TLID:641230014), and proceeding northerly along nonvisible boundary (TLID:641230014) to nonvisible boundary (TLID:641230017), and proceeding northerly along nonvisible boundary (TLID:641230017) to nonvisible boundary (TLID:641230020), and proceeding northerly along nonvisible boundary (TLID:641230020) to nonvisible boundary (TLID:641230023), and proceeding northerly along nonvisible boundary (TLID:641230023) to nonvisible boundary (TLID:641230024), and proceeding northerly along nonvisible boundary (TLID:641230024) to nonvisible boundary (TLID:641230040), and proceeding northerly along nonvisible boundary (TLID:641230040) to Union Pacific, and proceeding southerly along Union Pacific to nonvisible boundary (TLID:133425142), and proceeding easterly along nonvisible boundary (TLID:133425142) to nonvisible boundary (TLID:133425140), and proceeding easterly along nonvisible boundary (TLID:133425138), and proceeding easterly along nonvisible boundary (TLID:133425138) to nonvisible boundary (TLID:133425136), and proceeding easterly along nonvisible boundary (TLID:133425136) to nonvisible boundary (TLID:133425134), and proceeding easterly along nonvisible boundary (TLID:133425134) to the Sacramento/McClellan Park city/census designated place line, and proceeding southerly along the Sacramento/McClellan Park city/census designated place line to nonvisible boundary (TLID:646258949), and proceeding westerly along nonvisible boundary (TLID:646258949) to nonvisible boundary (TLID:645236593), and proceeding northerly along nonvisible boundary (TLID:645236593) to nonvisible boundary (TLID:646258945), and proceeding easterly along nonvisible boundary (TLID:646258945) to the point of beginning.

## Division 7

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of Watt Ave and the Sacramento/La Riviera city/census designated place line, and proceeding northerly along Watt Ave to Whitney Ave, and proceeding easterly along Whitney Ave to Eastern Ave, and proceeding northerly along Eastern Ave to Edison Ave, and proceeding easterly along Edison Ave to Gibbons Dr, and proceeding easterly along Gibbons Dr to the Arden-Arcade/Carmichael census designated place line, and proceeding northerly along the Arden-Arcade/Carmichael census designated place line to Winding Way, and proceeding easterly along Winding Way to the North Highlands/Carmichael census designated place line, and proceeding northerly along the North Highlands/Carmichael census designated place line to College Oak Dr, and proceeding northerly along College Oak Dr to Madison Ave, and proceeding westerly along Madison Ave to nonvisible boundary (TLID:133359552), and proceeding westerly along nonvisible boundary (TLID:133359552) to Union Pacific RR, and proceeding southerly along Union Pacific RR to the McClellan Park/North Highlands census designated place line, and proceeding northerly along the McClellan Park/North Highlands census designated place line to Watt Ave, and proceeding northerly along Watt Ave to Karl Dr, and proceeding easterly along Karl Dr to Gilman Way, and proceeding easterly along Gilman Way to fence (TLID:648348703), and proceeding easterly along fence (TLID:648348703) to the North Highlands/Foothill Farms census designated place line, and proceeding northerly along the North Highlands/Foothill Farms census designated place line to Walerga Rd, and proceeding easterly along Walerga Rd to the Foothill Farms/North Highlands census designated place line, and proceeding easterly along the Foothill Farms/North Highlands census designated place line to Auburn Blvd, and proceeding easterly along Auburn Blvd to the Citrus Heights/Carmichael city/census designated place line, and proceeding southerly along the Citrus Heights/Carmichael city/census designated place line to Manzanita Ave, and proceeding southerly along Manzanita Ave to Fair Oaks Blvd, and proceeding southerly along Fair Oaks Blvd to Marconi Ave, and proceeding westerly along Marconi Ave to Walnut Ave, and proceeding southerly along Walnut Ave to Fair Oaks Blvd, and proceeding southerly along Fair Oaks Blvd to Arden Way, and proceeding easterly along Arden Way to unnamed Walkway (TLID:133423352), and proceeding easterly along unnamed Walkway (TLID:133423352) to unnamed Walkway (TLID:133423353), and proceeding easterly along unnamed Walkway (TLID:133423353) to nonvisible boundary (TLID:133423354), and proceeding easterly along nonvisible boundary (TLID:133423354) to nonvisible boundary (TLID:133423355), and proceeding easterly along nonvisible boundary (TLID:133423355) to the Rancho Cordova/Carmichael city/census designated place line, and proceeding southerly along the Rancho Cordova/Carmichael city/census designated place line to the Rancho Cordova/La Riviera city/census designated place line, and proceeding southerly along the Rancho Cordova/La Riviera city/census designated place line to shoreline (TLID:133422487), and proceeding westerly along shoreline (TLID:133422487) to shoreline (TLID:648218609), and proceeding westerly along shoreline (TLID:648218609) to shoreline (TLID:641229712), and proceeding westerly along shoreline (TLID:641229712) to shoreline (TLID:641229711), and proceeding westerly along shoreline (TLID:641229711) to shoreline (TLID:133375648), and proceeding westerly along shoreline (TLID:133375648) to shoreline (TLID:647394621), and proceeding westerly along shoreline (TLID:647394621) to shoreline (TLID:649946322), and proceeding westerly along shoreline (TLID:649946322) to shoreline (TLID:645243006), and proceeding westerly along shoreline (TLID:645243006) to the Sacramento/La Riviera

city/census designated place line, and proceeding northerly along the Sacramento/La Riviera city/census designated place line to the point of beginning.

## Division 8

All of that portion of El Dorado County bounded and described as follows: Beginning at the point of intersection of Payen Rd and the Sacramento/El Dorado county line, and proceeding southerly along Payen Rd to the Sacramento/El Dorado county line, and proceeding northerly along the Sacramento/El Dorado county line to the point of beginning.

All of that portion of Sacramento County bounded and described as follows: 1. Beginning at the point of intersection of shoreline (TLID:645243006) and the Sacramento/La Riviera city/census designated place line, and proceeding easterly along shoreline (TLID:645243006) to shoreline (TLID:649946322), and proceeding easterly along shoreline (TLID:649946322) to shoreline (TLID:647394621), and proceeding easterly along shoreline (TLID:647394621) to shoreline (TLID:133375648), and proceeding easterly along shoreline (TLID:133375648) to shoreline (TLID:641229711), and proceeding easterly along shoreline (TLID:641229711) to shoreline (TLID:641229712), and proceeding easterly along shoreline (TLID:641229712) to shoreline (TLID:648218609), and proceeding easterly along shoreline (TLID:648218609) to shoreline (TLID:133422487), and proceeding easterly along shoreline (TLID:133422487) to the La Riviera/Rancho Cordova census designated place/city line, and proceeding northerly along the La Riviera/Rancho Cordova census designated place/city line to the Carmichael/Rancho Cordova census designated place/city line, and proceeding northerly along the Carmichael/Rancho Cordova census designated place/city line to shoreline (TLID:648218941), and proceeding easterly along shoreline (TLID:648218941) to shoreline (TLID:649940607), and proceeding easterly along shoreline (TLID:649940607) to shoreline (TLID:649942818), and proceeding northerly along shoreline (TLID:649942818) to shoreline (TLID:615691211), and proceeding northerly along shoreline (TLID:615691211) to shoreline (TLID:644403210), and proceeding northerly along shoreline (TLID:644403210) to shoreline (TLID:647404593), and proceeding northerly along shoreline (TLID:647404593) to nonvisible boundary (TLID:642196973), and proceeding easterly along nonvisible boundary (TLID:642196973) to the Carmichael/Rancho Cordova census designated place/city line, and proceeding easterly along the Carmichael/Rancho Cordova census designated place/city line to the Fair Oaks/Rancho Cordova census designated place/city line, and proceeding easterly along the Fair Oaks/Rancho Cordova census designated place/city line to Sunrise Blvd, and proceeding northerly along Sunrise Blvd to shoreline (TLID:133378285), and proceeding easterly along shoreline (TLID:133378285) to Bridge St, and proceeding southerly along Bridge St to the Fair Oaks/Gold River census designated place line, and proceeding easterly along the Fair Oaks/Gold River census designated place line to the Gold River census designated place line, and proceeding southerly along the Gold River census designated place line to shoreline (TLID:133425462), and proceeding easterly along shoreline (TLID:133425462) to unnamed Local road (TLID:649946352), and proceeding northerly along unnamed Local road (TLID:649946352) to the Fair Oaks census designated place line, and proceeding easterly along the Fair Oaks census designated place line to Folsom South, and proceeding southerly along Folsom South to nonvisible boundary (TLID:615690367), and proceeding easterly along nonvisible boundary (TLID:615690367) to shoreline (TLID:615690363), and proceeding easterly along shoreline (TLID:615690363) to shoreline (TLID:648280939), and proceeding easterly along shoreline (TLID:648280939) to nonvisible boundary (TLID:648280938), and proceeding easterly along nonvisible boundary (TLID:648280938) to the Folsom city line, and proceeding northerly along the Folsom city line to the Fair Oaks/Folsom census designated place/city line,

and proceeding easterly along the Fair Oaks/Folsom census designated place/city line to nonvisible boundary (TLID:649947169), and proceeding southerly along nonvisible boundary (TLID:649947169) to nonvisible boundary (TLID:648280909), and proceeding southerly along nonvisible boundary (TLID:648280909) to shoreline (TLID:648280910), and proceeding southerly along shoreline (TLID:648280910) to shoreline (TLID:648280907), and proceeding southerly along shoreline (TLID:648280907) to shoreline (TLID:648280904), and proceeding easterly along shoreline (TLID:648280904) to el Dorado Fwy, and proceeding easterly along el Dorado Fwy to the Folsom city line, and proceeding easterly along the Folsom city line to White Rock Rd, and proceeding northerly along White Rock Rd to the El Dorado/Sacramento county line, and proceeding southerly along the El Dorado/Sacramento county line to nonvisible boundary (TLID:651924416), and proceeding westerly along nonvisible boundary (TLID:651924416) to nonvisible boundary (TLID:651924410), and proceeding westerly along nonvisible boundary (TLID:651924410) to nonvisible boundary (TLID:653165729), and proceeding westerly along nonvisible boundary (TLID:653165729) to nonvisible boundary (TLID:653156812), and proceeding southerly along nonvisible boundary (TLID:653156812) to nonvisible boundary (TLID:651924391), and proceeding southerly along nonvisible boundary (TLID:651924391) to nonvisible boundary (TLID:653156803), and proceeding southerly along nonvisible boundary (TLID:653156803) to nonvisible boundary (TLID:651924375), and proceeding westerly along nonvisible boundary (TLID:651924375) to nonvisible boundary (TLID:641229699), and proceeding westerly along nonvisible boundary (TLID:641229699) to nonvisible boundary (TLID:641229696), and proceeding westerly along nonvisible boundary (TLID:641229696) to nonvisible boundary (TLID:641229693), and proceeding westerly along nonvisible boundary (TLID:641229693) to nonvisible boundary (TLID:641229690), and proceeding westerly along nonvisible boundary (TLID:641229690) to nonvisible boundary (TLID:641229687), and proceeding westerly along nonvisible boundary (TLID:641229687) to nonvisible boundary (TLID:641229684), and proceeding westerly along nonvisible boundary (TLID:641229684) to nonvisible boundary (TLID:641229681), and proceeding westerly along nonvisible boundary (TLID:641229681) to nonvisible boundary (TLID:641229678), and proceeding westerly along nonvisible boundary (TLID:641229678) to nonvisible boundary (TLID:641229675), and proceeding westerly along nonvisible boundary (TLID:641229675) to stream/river (TLID:641229671), and proceeding westerly along stream/river (TLID:641229671) to nonvisible boundary (TLID:641229670), and proceeding westerly along nonvisible boundary (TLID:641229670) to nonvisible boundary (TLID:641229667), and proceeding westerly along nonvisible boundary (TLID:641229667) to nonvisible boundary (TLID:641229664), and proceeding westerly along nonvisible boundary (TLID:641229664) to nonvisible boundary (TLID:641229661), and proceeding westerly along nonvisible boundary (TLID:641229661) to nonvisible boundary (TLID:641229658), and proceeding westerly along nonvisible boundary (TLID:641229658) to the Rancho Cordova city line, and proceeding southerly along the Rancho Cordova city line to Douglas Rd, and proceeding westerly along Douglas Rd to Sunrise Blvd, and proceeding northerly along Sunrise Blvd to White Rock Rd, and proceeding westerly along White Rock Rd to Kilgore Rd, and proceeding southerly along Kilgore Rd to International Dr, and proceeding westerly along International Dr to Mather Field Rd, and proceeding southerly along Mather Field Rd to nonvisible boundary (TLID:644407268), and proceeding westerly along nonvisible boundary (TLID:644407268) to Old Placerville Rd, and proceeding southerly along Old Placerville Rd to Union Pacific RR, and proceeding easterly along Union Pacific RR to the Mather/Rancho Cordova census designated place/city line, and proceeding westerly along the Mather/Rancho Cordova census designated place/city line to the Mather/Rosemont census

designated place line, and proceeding southerly along the Mather/Rosemont census designated place line to Goethe Rd, and proceeding westerly along Goethe Rd to Mayhew Rd, and proceeding northerly along Mayhew Rd to the Rosemont/La Riviera census designated place line, and proceeding westerly along the Rosemont/La Riviera census designated place line to the Sacramento/La Riviera city/census designated place line, and proceeding northerly along the Sacramento/La Riviera city/census designated place line to the point of beginning. 2. Except for beginning at the point of intersection of shoreline (TLID:133425554) and el Dorado Fwy, and proceeding southerly along shoreline (TLID:133425554) to el Dorado Fwy, and proceeding easterly along el Dorado Fwy to shoreline (TLID:648281066), and proceeding northerly along shoreline (TLID:648281066) to el Dorado Fwy, and proceeding westerly along el Dorado Fwy to the point of beginning.

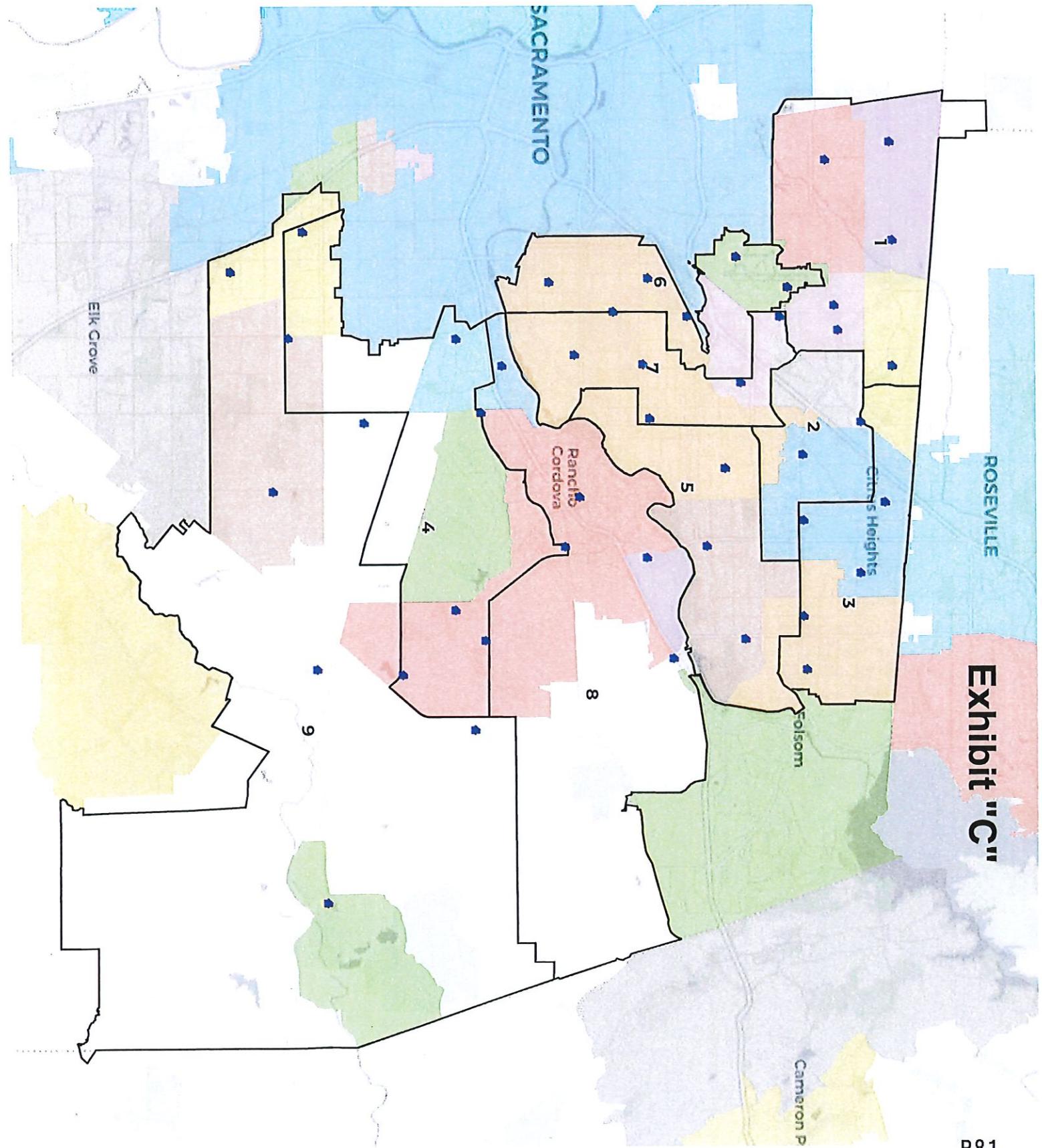
## Division 9

All of that portion of Amador County bounded and described as follows: Beginning at the point of intersection of the Sacramento/Amador county line and Union Pacific RR, and proceeding northerly along the Sacramento/Amador county line to Michigan Bar Rd, and proceeding easterly along Michigan Bar Rd to Union Pacific RR, and proceeding westerly along Union Pacific RR to the point of beginning.

All of that portion of Sacramento County bounded and described as follows: Beginning at the point of intersection of the Parkway/Florin census designated place line and nonvisible boundary (TLID:641229535), and proceeding easterly along the Parkway/Florin census designated place line to the Sacramento/Florin city/census designated place line, and proceeding easterly along the Sacramento/Florin city/census designated place line to Stockton Blvd, and proceeding southerly along Stockton Blvd to Gerber Rd, and proceeding easterly along Gerber Rd to the Florin/Vineyard census designated place line, and proceeding easterly along the Florin/Vineyard census designated place line to Gerber Rd, and proceeding easterly along Gerber Rd to Bradshaw Rd, and proceeding northerly along Bradshaw Rd to Jackson Rd, and proceeding easterly along Jackson Rd to Eagles Nest Rd, and proceeding northerly along Eagles Nest Rd to the Mather census designated place line, and proceeding easterly along the Mather census designated place line to Kiefer Blvd, and proceeding easterly along Kiefer Blvd to the Rancho Cordova city line, and proceeding northerly along the Rancho Cordova city line to nonvisible boundary (TLID:641229658), and proceeding easterly along nonvisible boundary (TLID:641229658) to nonvisible boundary (TLID:641229661), and proceeding easterly along nonvisible boundary (TLID:641229661) to nonvisible boundary (TLID:641229664), and proceeding easterly along nonvisible boundary (TLID:641229664) to nonvisible boundary (TLID:641229667), and proceeding easterly along nonvisible boundary (TLID:641229667) to nonvisible boundary (TLID:641229670), and proceeding easterly along nonvisible boundary (TLID:641229670) to stream/river (TLID:641229671), and proceeding easterly along stream/river (TLID:641229671) to nonvisible boundary (TLID:641229675), and proceeding easterly along nonvisible boundary (TLID:641229675) to nonvisible boundary (TLID:641229678), and proceeding easterly along nonvisible boundary (TLID:641229678) to nonvisible boundary (TLID:641229681), and proceeding easterly along nonvisible boundary (TLID:641229681) to nonvisible boundary (TLID:641229684), and proceeding easterly along nonvisible boundary (TLID:641229684) to nonvisible boundary (TLID:641229687), and proceeding easterly along nonvisible boundary (TLID:641229687) to nonvisible boundary (TLID:641229690), and proceeding easterly along nonvisible boundary (TLID:641229690) to nonvisible boundary (TLID:641229693), and proceeding easterly along nonvisible boundary (TLID:641229693) to nonvisible boundary (TLID:641229696), and proceeding easterly along nonvisible boundary (TLID:641229696) to nonvisible boundary (TLID:641229699), and proceeding easterly along nonvisible boundary (TLID:641229699) to nonvisible boundary (TLID:651924375), and proceeding easterly along nonvisible boundary (TLID:651924375) to nonvisible boundary (TLID:653156803), and proceeding northerly along nonvisible boundary (TLID:653156803) to nonvisible boundary (TLID:651924391), and proceeding northerly along nonvisible boundary (TLID:651924391) to nonvisible boundary (TLID:653156812), and proceeding northerly along nonvisible boundary (TLID:653156812) to nonvisible boundary (TLID:653165729), and proceeding easterly along nonvisible boundary (TLID:653165729) to nonvisible boundary (TLID:651924410), and proceeding easterly along nonvisible boundary

(TLID:651924410) to nonvisible boundary (TLID:651924416), and proceeding easterly along nonvisible boundary (TLID:651924416) to the El Dorado/Sacramento county line, and proceeding southerly along the El Dorado/Sacramento county line to the Amador/Sacramento county line, and proceeding southerly along the Amador/Sacramento county line to Union Pacific RR, and proceeding westerly along Union Pacific RR to Laguna Crk, and proceeding westerly along Laguna Crk to nonvisible boundary (TLID:641229355), and proceeding westerly along nonvisible boundary (TLID:641229355) to nonvisible boundary (TLID:641229351), and proceeding westerly along nonvisible boundary (TLID:641229351) to nonvisible boundary (TLID:641229348), and proceeding westerly along nonvisible boundary (TLID:641229348) to nonvisible boundary (TLID:641229345), and proceeding westerly along nonvisible boundary (TLID:641229345) to nonvisible boundary (TLID:641229342), and proceeding westerly along nonvisible boundary (TLID:641229342) to nonvisible boundary (TLID:641229339), and proceeding westerly along nonvisible boundary (TLID:641229339) to nonvisible boundary (TLID:641229352), and proceeding westerly along nonvisible boundary (TLID:641229352) to nonvisible boundary (TLID:641229334), and proceeding southerly along nonvisible boundary (TLID:641229334) to stream/river (TLID:641229330), and proceeding southerly along stream/river (TLID:641229330) to nonvisible boundary (TLID:641229326), and proceeding southerly along nonvisible boundary (TLID:641229326) to nonvisible boundary (TLID:641229323), and proceeding southerly along nonvisible boundary (TLID:641229323) to nonvisible boundary (TLID:641229311), and proceeding westerly along nonvisible boundary (TLID:641229311) to nonvisible boundary (TLID:641229305), and proceeding westerly along nonvisible boundary (TLID:641229305) to nonvisible boundary (TLID:641229308), and proceeding westerly along nonvisible boundary (TLID:641229308) to stream/river (TLID:641239681), and proceeding westerly along stream/river (TLID:641239681) to nonvisible boundary (TLID:641239685), and proceeding westerly along nonvisible boundary (TLID:641239685) to stream/river (TLID:641239683), and proceeding westerly along stream/river (TLID:641239683) to nonvisible boundary (TLID:641229316), and proceeding westerly along nonvisible boundary (TLID:641229316) to nonvisible boundary (TLID:641229320), and proceeding westerly along nonvisible boundary (TLID:641229320) to nonvisible boundary (TLID:641229319), and proceeding westerly along nonvisible boundary (TLID:641229319) to nonvisible boundary (TLID:641229300), and proceeding westerly along nonvisible boundary (TLID:641229300) to the Wilton census designated place line, and proceeding northerly along the Wilton census designated place line to fence (TLID:133359314), and proceeding easterly along fence (TLID:133359314) to powerline (TLID:133359312), and proceeding northerly along powerline (TLID:133359312) to powerline (TLID:651664462), and proceeding northerly along powerline (TLID:651664462) to Meiss Rd, and proceeding westerly along Meiss Rd to Dillard Rd, and proceeding southerly along Dillard Rd to the Wilton census designated place line, and proceeding southerly along the Wilton census designated place line to Abandoned RR, and proceeding westerly along Abandoned RR to the Elk Grove city line, and proceeding northerly along the Elk Grove city line to Deer Crk, and proceeding easterly along Deer Crk to stream/river (TLID:650431170), and proceeding easterly along stream/river (TLID:650431170) to the Elk Grove city line, and proceeding easterly along the Elk Grove city line to stream/river (TLID:650431144), and proceeding easterly along stream/river (TLID:650431144) to Deer Crk, and proceeding easterly along Deer Crk to the Elk Grove city line, and proceeding northerly along the Elk Grove city line to the Elk Grove/Vineyard city/census designated place line, and proceeding westerly along the Elk Grove/Vineyard city/census designated place line to the Elk Grove/Florin city/census designated place line, and

proceeding westerly along the Elk Grove/Florin city/census designated place line to the Sacramento/Florin city/census designated place line, and proceeding northerly along the Sacramento/Florin city/census designated place line to Calvine Rd, and proceeding easterly along Calvine Rd to S Sacramento Fwy, and proceeding northerly along S Sacramento Fwy to nonvisible boundary (TLID:133417221), and proceeding westerly along nonvisible boundary (TLID:133417221) to the Sacramento/Florin city/census designated place line, and proceeding northerly along the Sacramento/Florin city/census designated place line to the Sacramento/Parkway city/census designated place line, and proceeding westerly along the Sacramento/Parkway city/census designated place line to nonvisible boundary (TLID:651924285), and proceeding northerly along nonvisible boundary (TLID:651924285) to nonvisible boundary (TLID:651924281), and proceeding northerly along nonvisible boundary (TLID:651924281) to nonvisible boundary (TLID:641229535), and proceeding northerly along nonvisible boundary (TLID:641229535) to the point of beginning.





# 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. 2021-XXX

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT FOR THE PERIOD OF NOVEMBER 9, 2021-DECEMBER 9, 2021 PURSUANT TO BROWN ACT PROVISIONS.

**WHEREAS**, the Sacramento Metropolitan Fire District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the Sacramento Metropolitan Fire District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, meeting in person would present imminent risk to health and safety of attendees; and

**WHEREAS**, the Board of Directors does hereby find that conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Sacramento Metropolitan Fire District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, all meetings will be held in a virtual manner where the public may access them via the virtual platform with all login information provided on each board meeting agenda.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DOES HEREBY 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. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Sacramento Metropolitan Fire District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 9, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Sacramento Metropolitan Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND APPROVED** this 9<sup>th</sup> day of November, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Sacramento Metropolitan Fire District**

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President, Board of Directors

**Attested by:**

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Clerk of the Board