



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 Sailors
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 Thursday, October 14, 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: 824 5274 5134#
Passcode: 527 084 504#

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On June 11, 2021, the Governor issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as set the framework for a gradual, risk-based reopening of the economy.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

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



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, OCTOBER 14, 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 Friday, October 15th at 6:00 pm and Sunday, October 17 at 9:00 am on Channel 14; Webcast at metro14live.saccounty.net.

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

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

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

CONSENT ITEMS

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

CONSENT ITEMS

Page No.

6

1. Action Summary Minutes

Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of September 23, 2021.

2. Temporary Construction Easement – Ribier Way

12

Recommendation: Authorize the Fire Chief or his designee to execute the Temporary Construction Easement for Ribier Way with B&M Builders, Inc.

3. Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3)).

16

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 14, 2021-November 14, 2021 or until further re-ratified.

PRESENTATION ITEMS

1. Sacramento Area Girl's Camp

*

(Captain Sharon Moore, Sacramento Fire Department)

Recommendation: Receive presentation, no action required.



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, OCTOBER 14, 2021

2. **Division Redistricting (Chris Chaffee, Redistricting Partners)** *
Recommendation: Receive presentation, no action required.

ACTION ITEMS

1. **Sacramento Local Agency Formation Commission (LAFCo) Election** 18
(President Kelly and Director Jones)
A. **Special District Commissioner, Office No. 6**
B. **Alternate Special District Commissioner, Office No. 6 & 7**
Recommendation: The Board select for one candidate to be elected as Special District Commissioner, Office No. 6, and one candidate as the Alternate for Office No. 6 & 7.
2. **Notice of Award – RFP 21-04 Architecture and Engineering Services – 28**
Station 23 Remodel/Expansion(Chief Development Officer, Jeff Frye)
Recommendation: Approve the contract award to Jeff Katz Architecture or second highest scoring proposer in the event an agreement cannot be reached with the highest scoring proposer and related budget amendment resolutions and authorize the Fire Chief to execute the agreement in accordance with RFP 21-04.

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 Wagaman)**
Report Out: October 12, 2021 at 9:00 AM
Next Meeting: November 9, 2021 at 9:00 AM
- C. **California Fire & Rescue Training JPA – (Chief Harms)**
Report Out: September 24, 2021 at 10:30 AM
Location: 3121 Gold Canal Drive
Mather, CA 95670
Next Meeting: October 26, 2021 at TBD
- D. **Finance and Audit Committee – (Director Orzalli)**
Next Meeting: October 28, 2021 at 5:30 PM
- E. **Policy Committee – (Director Goold)**
Report Out: October 14, 2021 at 5:30 PM
Next Meeting: TBD



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, OCTOBER 14, 2021

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

Report Out: October 3, 2021 at 4:00 PM and October 11, 2021 at 3:30 PM
Location: Remotely Via Zoom
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

1. **Conference with Labor Negotiator**

*

Pursuant to California Government Code Section 54957.6

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

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

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

D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees

E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees

2. **Public Employee Performance Evaluation: Fire Chief**

*

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

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Next Board Meeting – October 28, 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 October 11, 2021



Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING AGENDA

THURSDAY, OCTOBER 14, 2021

Michelle Dehoney

Michelle Dehoney, Interim Clerk of the Board

* No written report

** **FDF** 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, September 23, 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, Orzalli, Sailors, Sheetz, White and Wood. Board members absent: None. Staff present: Fire Chief Harms, General Counsel Lavra, and Interim Clerk Dehoney.

PUBLIC COMMENT: None

CONSENT ITEMS

Action: Moved by Jones, seconded by Sheetz, 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 September 9, 2021.

Action: Approved Action Summary Minutes.

2. Notice of Award - RFB 21-03 Emergency Standby Generator System(s)

Recommendation: Approve the contract award to Ample Electric Inc. and authorize the Fire Chief to execute the agreement in accordance with RFB 21-03.

Action: Approved the contract award to Ample Electric Inc.

3. EMS Supplies Agreement – Life Assist, Inc.

Recommendation: Approve the EMS Supplies Agreement between Metro Fire and Life Assist, Inc.

Action: Approved the EMS Supplies Agreement with Life Assist, Inc.

ACTION ITEMS

1. Sacramento Mobile Integrated Healthcare (MIH) Pilot Project

(Captain Scott Perrymen and CFO Dave O'Toole)

Recommendation:

- a. Adopt a Resolution which authorizes the Fire Chief to execute the Memorandums of Understanding by and between the Hospital Council and Sacramento Metropolitan Fire District and Sutter Valley Hospital and Sacramento Metropolitan Fire District for the MIH Pilot Program
- b. Adopt a Resolution amending the final budget for the General Operating Fund 212A for FY2021/22.
- c. Adopt a Resolution amending the final budget for the Grants Fund 212G for FY2021/22.

Action:

- A. Moved by Clark, seconded by Goold, and carried unanimously by the members present to adopt Resolution No. 2021-089 to execute the MOU by and between the Hospital Council and Sacramento Metropolitan Fire District and the MOU by and between Sutter Valley Hospitals and Sacramento Metropolitan Fire District.
- B. Moved by Sailors, seconded by Goold, and carried unanimously by the members present to adopt Resolution No. 2021-090 amending the final budget for the General Operating Fund 212A for FY2021/22.
- C. Moved by Sailors, seconded by Goold, and carried unanimously by the members present to adopt Resolution No. 2021-091 amending the final budget for the General Operating Fund 212G for FY2021/22.

2. FY2020 Assistance to Firefighters Grant Award Acceptance

(Erin Castleberry, Administrative Specialist)

Recommendation: Adopt the grant acceptance resolution for the monitor/defibrillator replacement project, and budget amendment resolutions.

Action: Moved by Goold, seconded by Sheetz, and carried unanimously by the members present to adopt Resolution Nos. 2021-092 to 2021-094.

3. FY2020 Staffing for Adequate Fire and Emergency Grant Award Acceptance

(Erin Castleberry, Administrative Specialist)

Recommendation: Adopt the grant acceptance resolution for the funding of 21 firefighter positions for a period of 3 years, and budget amendment resolutions.

Action: Moved by Goold, seconded by Clark, and carried unanimously by the members present to adopt Resolution Nos. 2021-095 to 2021-096.

REPORTS

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

2. FIRE CHIEF'S REPORT—(Chief Harms)

The Fire Chief began his report by commending Administrative Specialist Erin Castleberry on her excellent work.

New Hire

Marquise Tucker hired for the position of Business Applications Analyst in the IT Division, effective September 10, 2021.

Recruitment

Accepting resumes from the ranks of Captain, Engineer and Firefighter for a position in the Air Operations Division as a Rescuer (internal only) with a final filing date of 10/4 by 4 PM

Meetings

9/13, Fire Chief and DC of Ops video message to members:

- Update on statewide responses/deployments and the impacts it has on the District and its members
- Update on staffing
- FF Academy, SRP Academy and Lateral recruitment update

- Update on COVID vaccination practices and testing

CalChiefs Conference: Chief Harms and Deputy Chiefs Mitchell and Wagaman attended annual conference.

9/17, Captain's Academy – Expectations, Leadership, & Management

9/22, Labor Management Collaboration Meeting (LMCM)

- Texting Update in Regards to Staffing
- Temporary Removal of VLL's due to COVID
- Vacation Bidding Moving to 2 Rounds of Bids
- Extra FF's Being Sent Home Day of on MCB's When Engines Shut Down
- Safer Grant
- AFG Monitor Grant
- Ambulance Deployment Model
- Wall Times
- Sick Leave Usage Notifications

Miscellaneous

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

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

This year's ride started this morning from Rancho Cordova to San Francisco. NEMSBR includes a fund raiser, and 100% of the money raised goes to the Fallen Angel Fund, which is supporting the construction of The National EMS Memorial in Washington, D.C. and the National EMS Memorial Service to support the families of EMS LODD.

The goal for the west coast route riders this year is to raise \$20,000. As of 8 AM today they have reached 81% of goal.

OPERATIONS' REPORT – (DC Mitchell)

Chief Mitchell began his report by providing an update on training. He spoke about the Captain's academy last week where 17 members attended. All 17 of those members successfully passed the written exam and will move onto the next phase. Additionally, a Fireground Survival train-the-trainer course begins next week. This course will train 30 members over four days to be lead instructors. This will be starting in December, and will train all line personnel through early 2022. This program is funded by the IAFF and assisted by a grant from the U.S. Department of Homeland Security (DHS) through the Assistance to Firefighters (FIRE Act) grant program.

He then discussed an update on the OES status as all equipment and personnel have returned to the District. The District has received a couple of requests over the last few days that were cancelled prior to dispatch, but stand ready to answer the call when needed especially as we continue to watch the Fawn Fire which is growing rapidly.

Chief Mitchell also discussed the National EMS Memorial Bike Ride which kicked off today with Metro Fire's support. As Chief Harms previously mentioned, Engineer Kyle Rutherford is an honoree in this year's ride, and retired Captain Matt McGrew is riding in Kyle's memory.

Chief Mitchell closed with reporting out the statistics for the District since the last board meeting on September 9, 2021. These included the following:

- A. 4,915 total calls (Average of 351 calls/day)
 - i. Building Fires – all jurisdictions: 20
 - ii. Working fires (Metro only): 6
 - iii. Busiest engine: E53 with 214 responses
 - iv. Busiest medic: M105 with 213 responses

He also reported that the call volume increases have been felt by all of our crews. To give an idea of how call volume has increased the following data was provided comparing call volume for September 1st through 22nd of 2019, 2020, and 2021 in the County:

<u>2019</u>	<u>2020</u>	<u>2021</u>
12642 (574.6)	12738 (579)	15059 (684.5)

The difference in call volume between 2020 and 2021 for the date range is an increase of 2,321 calls (105.5 calls/day). Additionally, the 2020 total incidents was 98,181. We are on pace to break the record for total number of calls for Metro Fire in a year (over 110,000) by thousands of incidents.

3. GENERAL COUNSEL REPORT (General Counsel John Lavra)

General Counsel Lavra started his report by discussing a new requirement signed into law by Governor Gavin Newsom that would affect the waiver of the teleconferencing requirements outlined in AB361 based on the state of emergency declaration due to the COVID-19 pandemic. Beginning October 1, 2021 all governing boards would revert back to the previous teleconferencing rules as outlined in the Brown Act prior to the State of Emergency declaration. If a governing board felt that there still exists an imminent health and safety risk to the public by meeting in person and wanted to continue meeting remotely after the October 1st deadline, they must consider adopting a Resolution indicating as such and extending the waiver of the Brown Act Teleconferencing Rules. This Resolution would be in effect for a 30-day period after passed and must be evaluated every 30 days to consider whether an extension of the waiver is warranted and as such voted on by the governing board to continue if so. After relaying this information, the following action took place:

- a. Moved by Goold, seconded by Clark, and carried unanimously by the members present to hear an action item not previously listed on the agenda.
- b. Moved by Wood, seconded by Goold, and carried unanimously by the members present that an imminent risk to the health and safety of the public still exists such that the teleconferencing requirements set forth in the Brown Act and amended in AB361 should be extended for the next 30 days or until a new Resolution is ratified by the Sacramento Metropolitan Board Directors.

4. SMFD – FIREFIGHTERS LOCAL 522 REPORT

Vice President McGoldrick reiterated that the membership as a whole are continuing to work harder than ever. He also echoed Chief Harms' sentiments in thanking Administrative Specialist

Erin Castleberry for all of her work on the grants. He closed with thanking the IAFF as well for their role in the grant process as they are an integral partner for our agency.

5. COMMITTEE AND DELEGATE REPORTS

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

A. Executive Committee – (President Kelly)

Next Meeting: TBD

B. Communications Center JPA – (DC Wagaman)

Report Out: September 14, 2021 at 9:00 AM

Chief Wagaman relayed that the Board received a presentation from Peraton, their CAD Vendor who provided an updated timeline through go live which is tentatively scheduled for September 2022. Also, the Board approved the LiveMUM software which will assist the dispatchers to perform move-ups. He thanked Erin Castleberry for her assistance in getting the funds to implement this program. He closed by reporting that the dispatcher academy currently has 10 recruits still in the process.

Next Meeting: October 12, 2021 at 9:00 AM

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

Next Meeting: September 24, 2021 at 4:00 PM

Location: 3121 Gold Canal Drive
Mather, CA 95670

D. Finance and Audit Committee – (Director Orzalli)

Next Meeting: October 28, 2021 at 5:30 PM

E. Policy Committee – (Director Goold)

Next Meeting: TBD

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

Report Out: September 21, 2021 at 4:00 PM

Vice President Saylors reported on the first meeting of the Redistricting Ad Hoc Committee which was held via Zoom and included a discussion on options for various redistricting. The plan is to discuss and consider all options, then bring a few map variations to the full board for presentation.

Location: Remotely Via Zoom

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Orzalli thanked staff for their efforts on the grants and presentations this evening.

Director Goold echoed the sentiments of Director Orzalli and discussed how impressed he is with the efforts of Erin Castleberry and her contributions to the District.

Director Jones also recognized Erin Castleberry and the tireless effort she puts towards the grant programs.

Director White echoed the sentiments of the previous directors in thanking Erin Castleberry and also relayed his appreciation to VP McGoldrick for recognizing not just those members on the line but also the support staff as well.

Director Kelly relayed his appreciation for the MIH group and their efforts and recognized that the formation of this group allows us to do even more for the public and the possibilities of this group are truly endless. He echoed the previous Directors sentiments in thanking Erin Castleberry for her work.

ADJOURNMENT

The meeting was adjourned at 6:55 pm.

Matt Kelly, President

D'Elman Clark, Secretary

Michelle Dehoney, Interim Board Clerk



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: October 14, 2021

TO: Board of Directors

SUBJECT: Temporary Construction Easement – Ribier Way

BACKGROUND

B&M Builders, Inc. (B&M) is completing a 2020 Neighborhood Street Rehabilitation Project (Project) in the City of Rancho Cordova, in close proximity to vacant real property owned by the Sacramento Metropolitan Fire District (Metro Fire) located on Ribier Way behind Fire Station 61. To that end, B&M would like to use a portion of Metro Fire's vacant lot on Ribier Way as a laydown and staging area for the Project.

DISCUSSION

Entering into a Temporary Construction Easement (TCE) with B&M would grant B&M temporary use of Metro Fire's parcel with the following key terms.

TCE Key Terms:

Term Commencement:	October 15, 2021
Term:	Six (6) months
Monthly Rent:	\$1,500
Use:	A fenced workspace for staging and laydown yard

FISCAL IMPACT

Total compensation for the temporary use of Metro Fire's property is \$9,000.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Fire Chief or his designee to execute the attached Temporary Construction Easement with B&M Builders, Inc.

Submitted by:

Erin Castleberry
Administrative Specialist

Jeff Frye
Chief Development Officer

TEMPORARY CONSTRUCTION EASEMENT

SACRAMENTO METROPOLITAN FIRE DISTRICT hereinafter called Grantor, hereby grants to B & M Builders, Inc., a California corporation, hereinafter called Grantee, a temporary construction easement, as defined below, (and hereinafter referred to as "TCE") to be used in connection with Grantee's 2020 Neighborhood Street Rehabilitation project, upon, over, under, and across that certain real property in the City of Rancho Cordova, unincorporated area of the County of Sacramento, State of California.

The purpose(s) for the TCE is/are defined as follows:

(a) use for working, laydown and staging areas, including the right to locate construction trailers and construction equipment thereon; parking of vehicles belonging to Grantee and its employees, within the area outlined in red on the map attached hereto and made a part hereof. The areas or parcels designated above are hereafter collectively referred to as "easement area".

1. Term - The term of this TCE shall be for a period of 6 months commencing on October 15, 2021 or date of mobilization and shall terminate on April 15, 2022. Grantee shall have the right, subject to the terms herein, to extend the term of this TCE for up to (3) month(s) by giving the Grantor written notice of its intention to do so not less than ten (10) days prior to the expiration of the initial term.

2. Compensation - Grantee shall pay Grantor One Thousand Five Hundred Dollars (\$1500.00) per month as compensation for the TCE within 30 days of the execution of this document and upon Grantee's receipt from Grantor of the IRS W-9. Owner shall provide a completed IRS W-9 Form for processing payment of the compensation at the same time it executes the TCE document. If Grantee extends the term of the TCE, Grantee will pay Grantor One Thousand Five Hundred Dollars (\$1500.00) per month and shall continue thereafter per month or for any portion thereof.

3. Ingress/Egress, Fencing - During the term of this instrument, Grantee shall have the exclusive right to use the easement area, along with the right of ingress and egress thereto. Grantee shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the easement area, and shall remove such fencing and gates at the end of the term of this TCE. The TCE hereunder will be irrevocable during the term of this agreement, except in the case of a material breach of the terms of this agreement.

4. Indemnification - Grantee agrees to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

5. Compliance with Laws - In exercising the rights granted under this TCE, Grantee shall comply with all laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed project location in order to control soil erosion and sediment runoff, in accordance with applicable project permits. Interpretation and enforcement of the TCE shall be governed by the laws of the State of California.

6. Restoration - Upon completion of its type of project, Grantee shall repair and mitigate any damage and restore the easement area to a condition as nearly as practicable to its condition prior to its use by Grantee. Grantee shall remove all personal property.

7. Grantor agrees to provide secondary rights, if needed, to allow for activity (ies) under 5 and 6 above to occur until such time that Grantee has complied with its permit requirements.

8. Insurance- Grantee certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering Grantee use of the easement area under this TCE.

9. Representation - Grantor represents and warrants the easement area is vacant and free from any encumbrances that would interfere with Grantee's full enjoyment of this TCE.

10. Entire Agreement - This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

11. Authority of Signatory - Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this Temporary Easement and all related documents.

12. Successors, Heirs, and Assigns -The Rights provided for herein shall inure to successors, heirs and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

13. Execution in Counterparts - This TCE may be signed in identical counterpart copies, (including copies sent to a party by facsimile transmission or as a "pdf" file attached to an electronic mail transmission) each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

GRANTOR(S)

By: _____

Name: Todd Harms

Its: Fire Chief

Date: _____

GRANTEE(S)

By: _____

Name: Patrick Mullen

Its: President

Date: 10/8/2021

Temporary Construction Easement Exhibit A
Sacramento Metropolitan Fire District
APN: 057-0231-011-0000
057-0231-012-0000

Use: approximately 20,000 sq. ft. as a temporary staging and laydown area





TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 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 OCTOBER 14, 2021-NOVEMBER 14, 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) November 14, 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 14th day of October, 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Clerk of the Board



Sacramento Metropolitan Fire District

10545 Armstrong Avenue • Mather, California 95655 • Phone (916) 859-4300 • Fax (916) 859-3720

TODD HARMS
Fire Chief

DATE: October 14, 2021

TO: Board of Directors

SUBJECT: Sacramento Local Agency Formation Commission – Selection of Special District Commissioner and Alternate Special District Commissioner

SUMMARY

Select one candidate for Special District Commissioner, Office No. 6, and one candidate for Alternate Special District Commissioner, Office No. 6 & 7.

DISCUSSION

The Sacramento Local Agency Formation Commission (LAFCo) is selecting a Special District Commissioner for Office No. 6 and an Alternate Commissioner for Office No. 6 & 7. The term will begin January 1, 2022 and end December 31, 2025. The nominated candidates were given the opportunity to submit a resume, those materials are attached to this staff report for review.

Independent Special Districts may select one candidate for each office by a majority vote during an official meeting. Ballots must be returned to the LAFCo office no later than Thursday, November 17, 2021 by 4:00 PM.

RECOMMENDATIONS

Consider selecting one candidate for Special District Commissioner, Office No. 6, and one candidate for Alternate Special District Commissioner, Office No. 6 & 7.

Submitted By:

Michelle Dehoney
Michelle Dehoney, Interim Board Clerk

Attachment (1) – Ballot and Supporting Documentation from LAFCo



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

DATE: October 1, 2021

TO: Special Districts' Selection Committee

FROM: José C. Henríquez, Executive Officer
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Special District Commissioner**
For the Sacramento Local Agency Formation Commission
Term of Office: January 1, 2022 to December 31, 2025

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 17, 2021 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814

or e-mail:

Diane.Thorpe@SacLAFCo.org



Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

Edward J. "Ted" Costa

San Juan Water District

Michael Hanson

Arcade Creek Recreation & Park District

Gay Jones (Incumbent)

Sacramento Metropolitan Fire District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

Michael Hanson

Arcade Creek Recreation & Park District

Charlea Moore (Incumbent)

Rio Linda Elverta Recreation & Park District

Ballot must be received by **4:00 pm on Wednesday November 17, 2021**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Please mail completed ballot to LAFCo Commission Clerk at 1112 "I" Street, Suite 100; Sacramento CA 95814
or send via e-mail to: Diane.Thorpe@SacLAFCo.org

contact Diane Thorpe at (916) 874-6458 if you have any questions.

Name of Special District

Street Address

District Website Address

Date of Meeting

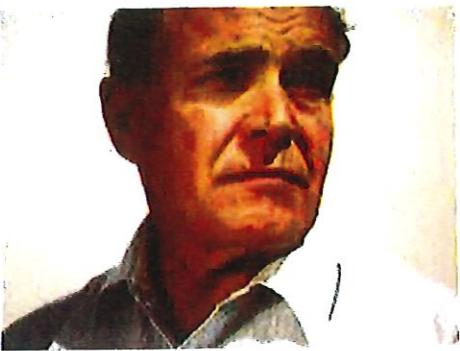
District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address



Resume of Edward J. (Ted) Costa

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Redistricting Reform. I drafted three sections of the California State Constitution. I managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15.

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state.

I live in Citrus Heights with my wife Dr. Jayna and our many animals.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by counties, cities and special districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me:
(916) 599-2986, tedcosta@tecosta.com

Michael Hanson, PMP

5668 Rolling Oak Drive
Sacramento, CA 95841

510-386-0345

Sacramento, CA 95841

mhanson2013@outlook.com

Dedicated Project manager and Technical Analyst bringing focus leadership, team building, relationship building, communication, technical skills, innovative approaches, and with critical thinking assess complex problems and work towards solutions. A self-starter with excellent communication skills and solid project management background in the areas of consulting, initiation, requirements gathering and validation, change management, staffing and team building, task estimation, and client interaction. Build strong teams with a focus on delivering on customer needs through teamwork, positive attitude, being well organized, using critical thinking, continuous improvement, conflict resolution, with a hands-on approach, and a single point of contact. Experience managing projects and teams in various environments including Insurance, Government, Technology, and Non-profit.

Experience

Arcade Creek Recreation and Park District

Director

12/2014 – present

- Chair 2015
- Director leading the Master Plan project
- Secretary/Treasurer and member of the Finance committee 2017-2019
- Vice-Chair and member of search committee for new GM (2020)
- Served on Sacramento Special District Advisory Commission (2 terms)

Key accomplishments:

- 1) Worked to get ACRPD out of debt with CalPERS. In 2015, we had a debt with CalPERS of ~500K and today, we are current. This frees up financial capability to equipment and capabilities for our employees and begin to address community needs related to the Parks.
- 2) Part of the team to update a master plan that was 20+ years old. The district needs to have a direction so we can build a patchwork towards the common goal using available resources.
- 3) On the search committee to locate the replacement GM for the district. We found an ideal individual who has a wealth of experience, wanted to come to Sacramento, and would fit in with the current employees.
- 4) I was granted a scholarship to the CARPD Convention in Tahoe. This provided the impetus to pursue a Shine Grant resulting in lighting Arcade Creek Park with LED lighting powered by solar panels.

Benevolent and Protective Order of Elks

Officer Carmichael Elks Lodge #2103

12/2014 – present

Worked in various roles including being elected as "president" twice and elected as a trustee to the board of directors twice. I chaired the operational aspects of the 1300-member Lodge through the COVID-19 shutdowns, etc. Worked with members to keep the finances positive. While we lost ~100 members during COVID, we have recovered almost that many this year and are continuing to grow. The Lodge building was built in the 1960s, 1970s, and 1980s. It has a large footprint on the 9+ acre lot. We have been managing significant costs related to the air conditioning and general upkeep of the buildings.

30+ Years in Data Processing

During my years in data processing, I worked in varied industries: Government/Technical (Stanford Research Institute), Chip Manufacturing (Advanced Micro Devices), Education (University of California at Davis), Insurance (CSAA), and support/outsourcing companies (EDS, HP). During my time in these organizations, I was a developer, team lead, department manager and project manager. The opportunities afforded in these organizations provided the background to aid other organizations in their growth.

Highlights:

- At Stanford Research, I worked on the Headstart Project consolidation of data tracking children across years and schools. This helped provide the winning of the contract related to the Follow-Thru project.
- During my 10 years at AMD, I managed a team supporting Shipping and the fabrication units, managed one of the Computer Operations teams to streamline the processing, and started into Project Management. One of the efforts I completed cut computer report paper usage by over half by isolating the needed reports for the specific organization and eliminating superfluous copies of reports.
- At UC Davis, my team was responsible in supporting the HR/Payroll systems and Departmental Computing. While much of the actual data processing occurred at the Office of the President so all campus reporting was consistent, our role was to deliver the information and support to the various departments on campus. As part of the Departmental Computing effort, we won the contract with the Transportation and Parking Unit to replace their system with one that would be maintained and supported on campus.
- At CSAA, I lead a team supporting Membership systems, brought in new technologies, helped to test and discard one system replacement that did not work consistently, and moved into project management. During my time at CSAA I was part of an outsourcing effort to move all computing support to an external vendor (EDS) while the support team continued to sit at their current desks and support CSAA. This arrangement continued for over 20 years as I was either working for the vendor, EDS then HP, managing the work for CSAA or working for CSAA managing the work being performed by the vendor. We moved data centers, applications, and generally supported the work associated with CSAA until they were finally able to insource their data processing.

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. Representing Special Districts on Sacramento LAFCO is a privilege and an honor.

Special Districts represent the most basic connection between citizens and their government. We really are the closest public entity to our community. We provide our neighborhoods with services and responsiveness that are found no where else. This close connection makes it imperative that the voice of Special Districts is heard and represented at our Local Agency Formation Commission. This is why I want to serve on LAFCO.

As the incumbent, there are several areas in which I want to continue to build upon.

The first is the Special District Advisory Committee (SDAC). As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me. Sharing information amongst ourselves contributes to our success, and SDAC facilitates this exchange.

The second is to continue to work closely with the California Special District Association (CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

A third area is the California Association of Local Agency Formation Commissions (CALAFCO). I have served on the Board of Directors of CALAFCO since 2006. This work informs me on statewide issues that can carry many implications for LAFCOs.

Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Phone: (916) 208-0736

STATEMENT OF QUALIFICATIONS

My experience representing Special Districts continues to broaden and deepen. This is reflected by my service as a Sacramento Metropolitan Fire District Director, as a Sacramento County LAFCO Commissioner and as a CALAFCO Board Member.

The challenge to use critical thinking to make decisions never diminishes. It is hard work to investigate and study all aspects surrounding an issue. Asking questions and listening to the replies requires a commitment to weigh, measure and balance all the information. That analysis, in turn, must be informed by sound public policy.

My goal is to support this process where critical thinking joins sound public policy resulting in good decisions.

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps

LAFCo Experience

- 2006 – Present: Special District Commissioner for Sacramento LAFCO
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCO

CALACFO State Level Experience

- 2006 – Present: Board Member for California Association of LAFCO (CALAFCO)

- 2013 – 2018 : Executive Board Member, CALAFCO
- 2015: Chair for CALAFCO Annual Conference

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council, Sacramento County
- Steering Committee Member, Butterfield Riviera East Community Association (BRECA) since 1998
- Member, American River Parkway Coalition

Charlea R Moore

8840 El Verano Ave. • Elverta, CA 95626

Phone 916-991-0338 (home)

Cell 916-275-3275 (best contact)

Email - Charhorseranch@aol.com

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independent Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: October 14, 2021
TO: Board of Directors
SUBJECT: Notice of Award - RFP 21-04 Station 23 Architecture and Engineering Services

BACKGROUND

In 2018, a District-wide Facility Condition Assessment (FCA) was completed and final reports were generated for every District-owned facility which defined the current condition of the facility, identified immediate needs to be addressed, and outlined deficiencies in the functional needs for future growth. Subsequently, the District completed a Deployment Analysis which measured the operational response needs for the District into the future. This analysis validated that the location of Fire Station 23 is ideal for response, but that additional resources (apparatus and personnel) are needed at the station in order to better accommodate existing and future response needs. In order to accommodate additional resources for future response as well as address the existing functional deficiencies of the station, the District identified the need to move forward with a remodel/expansion project at Fire Station 23.

DISCUSSION

Staff issued Request for Proposal (RFP) 21-04 Architecture and Engineering Services – Station 23 Remodel/Expansion on August 27, 2021 to the firms included on the District's existing Architecture & Engineering Services multiple award schedule. The services requested in this RFP include architectural, engineering, and related services as needed for the furnishing of a permit-ready set of construction documents in addition to the provision of services required to support the bidding and construction phase of a remodel/expansion of Station 23. A public proposal opening was conducted on September 23, 2021, and three proposals were received. An evaluation committee reviewed and scored all proposals and has identified Jeff Katz Architecture as the highest scoring proposer as reflected below:

Jeff Katz Architecture (Score: 71.8)
LCA Architects (Score: 68.7)
MFDB Architects (Score: 28.7)

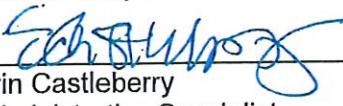
FISCAL IMPACT

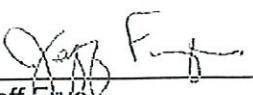
The total proposed lump sum fee is \$466,468, which will be transferred to the Capital Facilities Fund from the General Fund Reserve through the attached budget amendments.

RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute an agreement materially similar to the draft attached with the highest scoring proposer, Jeff Katz Architecture, or second highest scoring proposer in the event an agreement cannot be reached with the highest scoring proposer, in accordance with the terms and conditions of the RFP. Staff further recommends the adoption of the attached budget amendment resolutions.

Submitted by:


Erin Castleberry
Administrative Specialist


Jeff Flye
Chief Development Officer



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. _____

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

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

WHEREAS, the Sacramento Metropolitan Fire District (District) has approved a contract award to Jeff Katz Architecture in the amount of \$466,468, pursuant to RFP 21-04 Architecture and Engineering Services – Station 23 Remodel/Expansion; and

WHEREAS, the contract will be funded with a transfer from the General Operating Fund 212A to the Capital Facilities Fund 212D; and

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

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

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2021/22 INCREASE (DECREASE)
50598000	212A	2129212	2129212000	OPERATING TRANS OUT (212D)	\$466,468
7400000	212A	2129212	2129212000	UNRESERVED FUND BALANCE	(\$466,468)

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

PASSED AND APPROVED this 14th day of October, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

Attested by:

President, Board of Directors

Clerk of the Board



Sacramento Metropolitan Fire District

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

RESOLUTION NO. _____

TODD HARMS
Fire Chief

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

RESOLUTION ADOPTING A BUDGET AMENDMENT
TO THE FINAL BUDGET FOR THE CAPITAL FACILITIES FUND 212D
FOR THE FISCAL YEAR 2021/22

WHEREAS, the Sacramento Metropolitan Fire District (District) has approved a contract award to Jeff Katz Architecture in the amount of \$466,468, pursuant to RFP 21-04 Architecture and Engineering Services – Station 23 Remodel/Expansion; and

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

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

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2021/22 INCREASE (DECREASE)
42420100	212D	2123000	2123000000	STRUCTURES	\$ 466,468
59599100	212D	2123000	2123000000	OPERATING TRANS IN (212A)	\$ 466,468

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

PASSED AND APPROVED this 14th day of October, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

Attested by:

President, Board of Directors

Clerk of the Board

SACRAMENTO METROPOLITAN FIRE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement, dated as of October 15, 2021 is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and Jeff Katz Architecture ("DESIGN CONTRACTOR") are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties and approval by the DISTRICT's Board of Directors.

RECITALS

WHEREAS, the DISTRICT intends to remodel/expand Fire Station 23 located in Citrus Heights, California (APN 229-0030-016), "Project"; and

WHEREAS, the DISTRICT desires to obtain the services of Jeff Katz Architecture, as more fully described in Exhibits A and B here to, "Scope of Services"; and

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

NOW, THEREFORE, the parties agree as follows;

1. HEADINGS

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

2. EXHIBITS

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

3. SCOPE OF SERVICES

DESIGN CONTRACTOR agrees to perform all services described in Exhibits A and B, in accordance with the proposed schedule in Exhibit C, for payment pursuant to Exhibit D, and in accordance with the terms and conditions of this Agreement and those described in the DISTRICT's Request for Proposals 21-04 Architecture and Engineering Services – Fire Station 23 Remodel/Expansion, incorporated herein by reference.

These documents, along with the entirety of this Agreement and any other records or documents furnished by the DISTRICT during the term of this Agreement shall constitute the Contract Documents.

4. TERM

This Agreement shall be in effect from the date of final execution of the Agreement by the Parties until full completion of the Project as described in Exhibit C. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

5. PAYMENT

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

6. TAXES

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

7. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

8. CONFLICT OF INTEREST

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

9. INDEMNIFICATION

To the fullest extent permitted by law, DESIGN CONTRACTOR shall release, hold harmless, defend, and indemnify the DISTRICT, its Board of Directors, officers, employees, and agents from and against any and all claims, losses, damages, lawsuits, liabilities, and expenses, including but not limited to attorneys' fees, costs of defense, to the extent arising out of or resulting from negligence, recklessness, or willful misconduct in the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death, or to injury to or destruction of property, including the loss

therefrom, or to any violation of federal, state, or municipal law or regulation, to the extent arising out of or is any way connected with the negligent performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving DESIGN CONTRACTOR of any obligation hereunder.

10. LIMITATION OF LIABILITY

Under no circumstances will DESIGN CONTRACTOR be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will DESIGN CONTRACTOR be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will DESIGN CONTRACTOR be entitled to limit special damages claimed by the DISTRICT. In the event of breach of this Agreement, the DISTRICT shall be entitled to any and all damages, or legal or equitable remedy, available under law.

11. NON-DISCRIMINATION

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

12. CONFORMITY WITH LAW AND SAFETY

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

13. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS

All design drawings and technical specifications shall be prepared in full compliance with the latest editions (at time of agreement) of all applicable California State Building Codes, local jurisdiction codes and regulations, and federal codes and regulations, including but not limited to the following:

- a) California Title 8 (Industrial Relations)
- b) California Title 17 (Public Health)
- c) California Building Code, Title 24, Parts 1-5
- d) California Energy Code, Title 24, Part 6
- e) California Essential Services Building Seismic Safety Act of 1986, Health and Safety Code Sections 16000-16001
- f) California Fire Code, Title 24, Part 9
- g) National Fire Protection Association (NFPA)
- h) Federal Americans With Disability Act (ADA), and related Department of Justice regulations
- i) Local jurisdiction codes and regulations
- j) Sacramento Metropolitan Fire District's Community Risk Reduction Division (CRRD) requirements

14. USE OF DISTRICT PROPERTY

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

15. INSURANCE

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

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

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

Professional Liability

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

Additional Insured

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

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

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

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

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372

OR emailed to: purchasing@metrofire.ca.gov

16. ASSIGNMENT AND SUBCONTRACTING

Except as proposed in Exhibit B and hereby approved by the DISTRICT, DESIGN CONTRACTOR may not subcontract, transfer, or assign any portion of the Agreement without prior, written approval from the DISTRICT. Each subcontractor must be approved in writing by the DISTRICT. The substitution of one subcontractor for another may be made only at the discretion of the DISTRICT and with prior, written approval from the DISTRICT.

Notwithstanding the use of approved subcontractors as proposed in Exhibit B, DESIGN CONTRACTOR will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by DESIGN CONTRACTOR.

17. RIGHT TO REFUSE PERSONNEL

The DISTRICT reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the DESIGN CONTRACTOR or its subcontractors. The DISTRICT reserves the right to interview and approve all proposed staff members.

18. NOTICE TO PROCEED

DESIGN CONTRACTOR shall begin the preparation of design development documents for the Project only upon receipt of written approval of the schematic documents and a Notice to Proceed from the DISTRICT. DESIGN CONTRACTOR shall begin the preparation of construction documents for the Project only upon receipt of written approval of the design development documents and a Notice to Proceed from the DISTRICT.

19. SPECIFICATIONS FOR ARTICLES, MATERIALS, AND EQUIPMENT

Only new materials or equipment shall be allowed. No used or refurbished materials or equipment shall be allowed. Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be as permitted by the DISTRICT in conformance with Public Contract Code Section 3400. Where articles, materials, and/or equipment are identified by brand or proprietary names, at least two names shall be used, and such names shall be followed by the words "or equal."

20. CONSTRUCTABILITY REVIEW

The DISTRICT and its construction management firm shall conduct a constructability review for the Project. The DISTRICT's final approval of the construction documents shall be withheld pending the completion of these reviews. Any DISTRICT requested revisions to the plans or technical specifications as a result of errors, omissions, or the need for clarification as determined by the DISTRICT shall be the responsibility of DESIGN CONTRACTOR to remedy at no additional cost to the DISTRICT.

21. CONSTRUCTION DOCUMENTS COMPLETION

Construction document drawings and technical specifications shall not be considered complete unless approved by the DISTRICT and until the local building official with jurisdiction over the project and the Fire Marshal for the DISTRICT have reviewed and stamped approved the drawings and specifications.

- 22. OWNERSHIP OF DOCUMENTS**
DESIGN CONTRACTOR hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports, and related documents {including computerized or electronic copies} respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the DESIGN CONTRACTOR, the DESIGN CONTRACTOR's sub-contractors, or third parties at the request of the DESIGN CONTRACTOR (collectively, "Documents and Materials").
- DESIGN CONTRACTOR also hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in DESIGN CONTRACTOR's information system(s), respecting in any way the subject matter of this Agreement.
- DESIGN CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, DESIGN CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royalty-free license to retain and use said Documents and Materials. The rights of the DISTRICT under this Section shall apply regardless of the degree of completion of the Documents and Materials and whether or not DESIGN CONTRACTOR's services as set forth in Exhibits A and B to this Agreement have been fully performed. The DISTRICT agrees to indemnify and hold DESIGN CONTRACTOR harmless from any claim arising out of use of partially completed documents or re-use of the documents for other than this project.
- During the term of this Agreement DESIGN CONTRACTOR shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.
- 23. CONFIDENTIALITY**
DESIGN CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. DESIGN CONTRACTOR agrees to immediately notify the DISTRICT if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for 5 years after DESIGN CONTRACTOR's completion of services to the DISTRICT hereunder.
- 24. ACCESS AND RETENTION OF RECORDS**
DESIGN CONTRACTOR agrees to provide the DISTRICT and its designee's access to all of the DESIGN CONTRACTOR's records related this contract and that the DESIGN CONTRACTOR shall maintain its records related to this contract for a period of not less than 5 years after the final payment to the DESIGN CONTRACTOR is made by the DISTRICT.
- 25. TERMINATION**
Either party may terminate this Agreement for default upon 5 day's written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The DISTRICT has and reserves the right to terminate this Agreement at its convenience and without cause upon 30 days written notice to DESIGN CONTRACTOR. In the event that the DISTRICT should terminate this Agreement for its convenience, DESIGN CONTRACTOR shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit D.
- 26. ASSURANCE OF PERFORMANCE**
If at any time DISTRICT believes DESIGN CONTRACTOR may not be adequately performing its obligations under this Agreement or that DESIGN CONTRACTOR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from DESIGN CONTRACTOR prompt written assurances of

performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in DESIGN CONTRACTOR's performance. DESIGN CONTRACTOR shall provide such written assurances and written plan within 10 calendar days of his receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. DESIGN CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to the terms and conditions of this Agreement.

27. CHOICE OF LAW

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

28. ENTIRE AGREEMENT

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

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

29. MODIFICATION OF AGREEMENT

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

30. SEVERABILITY

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

31. SUCCESSORS AND ASSIGNS

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

32. NOTICES

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

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

To DESIGN CONTRACTOR: Jeff Katz Architecture
Attn: Jeff Katz, President/Principal-in-Charge
200 E Street
Santa Rosa, CA 95404

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

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

33. SIGNATORIES

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

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

DISTRICT:

By: _____
Todd Harms, Fire Chief

DESIGN CONTRACTOR:

By: _____
Jeff Katz, President

Date: _____

Date: _____

EXHIBIT A
Scope of Services

The scope of services to be provided by the DESIGN CONTRACTOR shall include the following activities as needed to meet Project goals:

1. Pre-Design
 - a. Collaboration with the DISTRICT to review and/or develop Project goals, scope, roles and responsibilities, major milestones, critical requirements, essential functions, spatial requirements and adjacencies, desired features, potential hazards and mitigation features, target value, and potential project constraints.
 - b. Space usage analysis and preliminary construction budget development including hard and soft cost breakdowns at a square foot level of accuracy.
 - c. Work plan outlining Project schedule from kick-off through completion of construction documents, including identification of major milestones, tasks associated with meeting milestones, and agency approval procedures/timelines.
 - d. Comprehensive site analysis (as necessary for applicable design/plan review process) including, but not limited to:
 - i. Field check of existing conditions to verify capacities and quality of existing features or utility connections. The DESIGN CONTRACTOR shall verify existing utilities through recorded documents and through visual inspection. The DESIGN CONTRACTOR shall contact utility companies to discuss changes, relocations, and extensions required.
 - ii. Identification of public works and planning and zoning entitlements, including traffic, flood zone, and other environmental concerns.
 - iii. Discussion of site and footprint options, including influence of noise, light, spill, traffic, safety, and architectural style on site and building design.
2. Schematic Design
 - a. Building and site utilizations plans, floor plans, elevations, sections, perspectives, and other drawings and graphic materials necessary to convey the concept of the Project.
 - b. Outline of specifications indicating architectural, structural, civil, mechanical, electrical, and plumbing systems and materials proposed for each project.
 - c. Detailed room-by-room tabulation of all net assignable floor areas, and a summary of the gross floor area for the Project.
 - d. Estimate of probable construction costs for the Project at a basic component system level of accuracy including hard and soft costs and setting first contingencies.
 - e. Evaluation of alternative concepts and methods of construction at the start of programming allowing thoughtful design and determining priorities.
 - f. Development of design alternates for the purpose of value engineering to meet budgetary constraints.
 - g. Coordination with DISTRICT to review, update, and finalize design elements.
3. Design Development
 - a. Local jurisdiction site improvement requirements including curbs and gutters, drainage systems, paving, side-walks, landscaping, street lighting, and signage that may be required for the Project.
 - b. Phone, radio, data and security systems for the Project based on DISTRICT specifications.
 - c. Landscape design that conforms to local building jurisdiction requirements, requires minimal maintenance, is drought resistant and incorporates water conservation techniques, provides appropriate shade during the hot season, provides adequate screening from neighbors, and is aesthetically compatible with existing surrounding neighborhood design.
 - d. Required power supply, above ground fuel storage, standby emergency generator systems, and other related systems or utilities, as required, to support DISTRICT equipment and operations.

- e. Site plans, architectural, structural, mechanical, plumbing, electrical, fire protection, and landscaping plans, elevations, cross-sections, and other drawings necessary to convey the concept of the Project.
 - f. Detailed written design criteria including mechanical and electrical systems, temperatures, humidity, lighting levels; and, floor live load and dead load design criteria for general and special occupancy areas, apparatus room, apparatus ramps, and drive-ways.
 - g. Outline of specifications describing the size, character, and quality of the Project including the types and locations of all essential materials, finishes, and equipment.
 - h. Review of all specifications for compliance with applicable code requirements.
 - i. Discover and inform the DISTRICT of any design permits required, including permits for approval of the design work either on or off site for the Project.
 - j. A detailed room-by-room tabulation of both the gross and net floor areas.
 - k. Detailed construction cost estimate that provides a breakdown of costs for each major area of construction work. The estimate shall separate the Project's building costs from site and utilities costs. All estimates will include individual item unit costs for materials, labor, and equipment. Sales tax, subcontractor's mark-ups, general contractor's mark-ups, overhead and profit shall be listed separately. All cost estimates shall be priced out at the current market conditions prevailing at the time of the estimate.
4. Construction Documents
- a. Final contract drawings, calculations, and technical specifications at 75%, 90%, and 100% progress, organized by discipline and sufficient in detail to describe the requirements for construction by public works contract for the Project, including any requested alternates for the Project.
 - b. Preparation of any add alternates to be included in the construction documents as may be deemed necessary by the DISTRICT.
 - c. Existing site plan including legend, property boundaries, survey bench mark, contours, existing features/improvements and demolition (if necessary).
 - d. Civil plan showing legend, existing and finished contours, horizontal and vertical control points (at least two) with a base line for layout of the construction work all of which is outside and clear of any work areas, buildings, utilities, points of connections for all utilities, and all on and off property site work.
 - e. Architectural drawings including legend, floor plans, roof plans, exterior elevations of all exterior walls, interior elevations of all rooms, sections, reflective ceiling plans, doors and windows schedule, interior finish and materials schedules for every room, and details.
 - f. Structural drawings including legend, foundation plans, framing plans, roof system plans, truss profiles with load data, sections, nailing schedules, and details.
 - g. Mechanical, plumbing, and fire protection drawings including legend, site plan, floor plans, roof plans, sections, equipment schedules, plumbing schedules, control diagrams, Title 24 Certification of Compliance for Envelope and Mechanical, and details.
 - h. Electrical drawings including legend, site plan, floor plans, ceiling plans, equipment schedules, line diagrams for power, signal, and control systems, panel schedules, Title 24 Certification of Compliance for Lighting, and details.
 - i. Landscape architecture drawings including irrigational plans, planting plan, plant schedules, and details.
 - j. Interior design and preparation of FF&E package.
 - k. A detailed construction cost estimate at 75% and 100% of completed construction documents that shall include the same items and conform to the same structure and format of the construction project budget completed for the design development documents.
 - l. Prepare and submit all required permit forms on behalf of the DISTRICT for design approvals and construction permits including, but not limited to, building permits and fire permits.
 - m. Review and address all agency plan check comments. Make corrections to drawings as needed and coordinate the re-submittal back to the reviewing agency.

- n. Certification in writing that the design and work described in design documents conforms to the requirements of the Project by affixing California professional license stamp on the final approved construction document drawing title sheet and on the cover sheet for the technical specifications.

5. Bid Phase

- a. Collaborate with the DISTRICT to determine bidding requirements.
- b. Provide complete, approved, and permitted set of construction documents (100%), organized by discipline, for construction bid document issuance.
- c. Attend any pre-bid conference for the Project, at the DISTRICT's request.
- d. Prepare responses to any questions or Requests for Information (RFI's) during the bid process regarding technical specifications or design interpretations and issue addenda, as needed.
- e. Assist the DISTRICT with bid evaluation for the Project, as needed.
- f. Review and update Project specifications as needed to meet budgetary constraints, as necessary.

6. Construction Administration

- a. Coordinate, cooperate with, and remain responsive to the DISTRICT's separate contractors in order to protect the DISTRICT's best interests.
- b. Attend and participate in pre-construction meeting and regular Project meetings with the DISTRICT and the DISTRICT's construction team. Such meetings will be held at locations as deemed necessary by the DISTRICT, including DISTRICT facilities and/or at the Project site.
- c. Review all submittals and shop drawings; recommend approval or disapproval of such documents; and keep a single compiled record of all submittals and shop drawings received for the Project.
- d. Furnish all necessary additional drawings to accommodate plan review comments and for supplementing, clarifying, and/or correcting errors or omissions.
- e. Prepare drawings or change orders requested by the DISTRICT to bring cost of the Project within budget.
- f. Review and certify contractor pay applications and schedule updates.
- g. Bring to the attention of the DISTRICT, in writing, any defects or deficiencies in the work by the DISTRICT's public works construction contractor and/or construction management firm which the DESIGN CONTRACTOR has reasonably observed.
- h. Coordinate project team visits to the Project site to provide quality control of the work in the capacity as the designer of record in accordance with a mutually agreed upon minimum schedule (unless weather or some other delay stops or postpones the work). Visits should include the civil engineer, architect, structural engineer, mechanical engineer, electrical engineer, and landscape architect.
- i. Conduct final site walk and coordinate with the DISTRICT's construction team to prepare a punch list. Provide follow-up final punch walk to verify completion of punch items. Final inspection should also include architect, civil engineer, structural engineer, mechanical engineer, and electrical engineer.
- j. Determine substantial completion of the Project.
- k. Coordinate with the DISTRICT's construction team to compile and deliver to the DISTRICT record documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the construction contractor.

7. General Requirements

- a. Consult with and attend meetings, as necessary throughout all phases of the Project, relative to the design and construction of the Project.
- b. Presentations to the DISTRICT's Board of Directors or at community planning session workshops.
- c. Value engineering throughout all phases of the Project.
- d. Printing, reproduction, and/or shipping of Project deliverables including, but not limited to, schematic documents, design development documents, construction documents, and record documents.
- e. Provide such incidental services in connection with the Project which logically and justifiably must be performed in order to complete the Project.

- f. Provide written advice to the DISTRICT, upon the DISTRICT's request, regarding satisfactory correction of deficiencies with construction of the project that have developed following the DISTRICT's acceptance of the work, either prior to or within 3 years after the construction contractor's one year guarantee period for the project.

EXHIBIT B

Response to RFP 21-04 Architecture and Engineering Services – Fire Station 23 Remodel/Expansion



Jeff Katz Architectural Corporation
200 E Street, Santa Rosa, CA 95404
619.504.0984 | Jeff@JeffKatzArchitecture.com

September 23, 2021

Re: Request for Proposals (RFP 21-04) for
Fire Station 23 Remodel / Expansion

Mr. Todd Harms, Fire Chief
Sacramento Metropolitan Fire District
10545 Armstrong Ave., Ste. 200
Mather, CA 95655
Submitted via ProcureNow.com

Dear Chief Harms and the Selection Committee:

Jeff Katz Architecture (JKA) and the entire consultant team, thank you for the opportunity to submit our qualifications for architectural and engineering services for the remodel / expansion of the District's Fire Station 23. Within this statement of qualifications, you will find:

- » **We possess the experience required to serve the Sacramento Metropolitan Fire District.** JKA and our team bring invaluable experience from completing more than 450 public facilities over 29 years. These projects include more than 100 fire station facilities, both new and renovations, for municipalities across California, including a fire station remodel for the City of San Ramon and a replacement fire station for the City of Pleasanton, both currently under construction. These projects stand apart for their elegant functionality and value. Having gained extensive knowledge from our experience delivering public safety facilities, we are able to recommend innovative solutions and lessons learned that will ensure the most efficient and durable design is implemented on this project.
- » **We are collaborators, eager to design with you and for you.** We understand that your priorities are paramount and it is our sincere goal to be your partner in achieving them. We believe that communication with the entire team is critical to giving the District a seamless project experience. Whether that is an all-hands design meeting with the project team or following up on products and details, we are confident that you will find our team friendly, engaging, and knowledgeable.
- » **Our team exceeds expectations.** As one of a select group of architects nationally who are called upon to meet with owners at the Firehouse Magazine Station Design Conference to offer our advice, we believe we bring an expertise in not only designing, but delivering projects on time and on budget that few can match. With years of experience working on public safety projects, our clients return to us time and time again because we know how to accomplish their projects on time and within budget without sacrificing design quality.

We believe the depth of experience possessed by our team makes us uniquely qualified for providing design services for the District. We understand that you are looking for a design team that can lead this process seamlessly. JKA possesses just the experience you are looking for – to ask you the right questions and provide the answers when you don't have them.

Thank you again for taking the time to review our firm's qualifications. Should you have any questions or require additional information, please do not hesitate to contact me. We look forward to building a working relationship with you.

Sincerely,

Jeff Katz, AIA, LEED Green Associate
President / Principal-in-Charge
e: jeff@jeffkatzarchitecture.com | m: 619.504.0984

4

EXPERIENCE & APPROACH

JEFF KATZ ARCHITECTURE

A HISTORY OF EXCELLENCE

JKA is a nationally acclaimed design firm founded in 1992. Our team is composed of 28 in-house employees who specialize in public sector clients, having completed over 450+ public works jobs and more than 100 fire station facilities in a multitude of municipalities including local agencies such as the cities of Fresno, Vacaville, Pleasanton, Chula Vista, Oceanside, Riverside, Garden Grove, Temecula, San Diego; fire protection districts including Novato, Nevada City, San Ramon, and more. Most importantly, our clients return to us repeatedly to provide architectural design solutions for their most critical public works projects because they trust that we can deliver their vision.

JKA has recently been involved in the expansion and renovation of three fire station projects including

- » **Lakeside Fire Station No. 3** - a reconfiguration and refurbishment of an existing 10,000 sf station to meet life safety code requirements and ensuring an efficient station layout to improve response time. Completed in 2020.
- » **San Ramon Fire Station 34** - currently under construction is remodel and expansion of a 6,500 sf station to a 10,700 sf station to accommodate additional emergency services staff and equipment.
- » **Pleasanton Fire Station No. 3** - after completing a needs assessment for the existing station, it was determined that the best solution for the City was to replace the facility with a new 8,000 sf, two-story facility currently under construction.

Our projects have earned high marks from all of our clients and end users for functionality, innovative design, and incorporation of durable, low maintenance materials. We believe the true measure of design excellence is a facility's ability to hold up over time to the heavy use it receives on a daily basis. As a testament to the quality of our projects, we have been repeatedly recognized with design awards both from industry and community organizations, including the "Gold Medal" by Firehouse Magazine and "Regional Honor Award" by Engineering News Record (ENR).

SUB-CONSULTANT TEAM MEMBERS:

- » Civil/Survey Engineering | BKF Engineers
- » Structural Engineering | ZFA Structural Engineers
- » Mechanical & Plumbing Engineering | Capital Engineering Consultants
- » Electrical Engineering | O'Mahony & Myer
- » Landscape Architecture | The HLA Group
- » Cost Estimating | J.R. Conkey & Associates

Jeff Katz Architecture | Sacramento Metropolitan Fire Station 23 Remodel/Expansion

JKA TEAM MEMBERS:



JEFF KATZ
Principal-in-Charge



CHRISTIE JEWETT
Design Principal



MATT KINGDON
Project Manager



JEREMY WHITE
Job Captain

EXPERIENCE & APPROACH

FIRM QUALIFICATIONS



We Know Fire Station Design

As experts in fire station design, we use best practices and lessons learned from past experiences to design thoughtful, well-designed buildings. We understand the functional needs and requirements of the personnel, allowing them to perform their tasks quickly and safely and design our site plans and building layouts to maximize efficiency and training capabilities.



We Deliver on Time and On Budget

Decisions made early in the project have less financial impact than changes or modifications made later in the process. We understand our clients' paramount concern for budget and schedule and, therefore, focus first and foremost on designing and delivering each of our projects within a predetermined budget and time frame. Once the project parameters are set, our team molds the design to maintain that framework from conception to construction.



We Have Long Standing Relationships

We leverage our experience working with various agencies in the region and throughout the State, along with our deep comprehension of code compliance requirements to position projects to easily gain consensus among stakeholders. Stakeholder consensus is getting everyone in the room to agree on a path forward. JKA has honed this skill through years of working with public agencies and an understanding of user, owner, community, and political processes.



We Encourage Active Collaboration

Our design process is flexible and interactive. Responsiveness, inclusiveness, communication, teamwork, accessibility, and collaboration are the guiding principles that our team and design approach is modeled upon. This process encourages full participation with the Sacramento Metropolitan Fire District and project stakeholders. We work as a team, allowing key decision makers to participate in work sessions to build consensus. The process is open and direct with proven successful results.

5 METHODOLOGY

PROJECT WORK PLAN

General Overview

JKA's proven method of learning and understanding stakeholder needs, establishing and working within a budget, and providing durable, long-term solutions is evidenced in every project we undertake. We understand that the Sacramento Metropolitan Fire District (SMFD) is looking to improve Fire Station 23 by renovating and expanding the station to be as efficient and functional as possible for existing and future response needs. As architects with experience developing stations of all sizes, we are well situated to improve the day-to-day operations for the fire station staff through renovation and expansion of Fire Station 23.

Having worked with many municipalities, we understand the District's need to be fiscally responsible. We take seriously our role to provide feasible and cost-effective designs and we are committed to working with the District to make the best value decisions for the project.

Our proven process includes evaluating the program and existing facilities, developing designs from preliminary concepts to final construction documents, and providing cost estimates at the end of each phase. We will assist the District in evaluating project alternatives, establishing priorities, and provide a clear understanding of funding requirements, timelines and environmental approval considerations. The project approach described below is based on our past experience, balanced with the specific needs of the SMFD and project stakeholders.

Pre-Design Phase

- » The first step in any successful project is a mutual understanding of the project's scope and objectives. This understanding is developed through discussions with stakeholders, including administrative staff, on duty personnel, and District staff. We will meet with District representatives to review and finalize the work plan, schedule, deliverables, roles, responsibilities, and benchmarks. In our experience, this early effort to clearly define expectations, roles, and lines of communication results in a better focus on substantive issues as the project progresses.
- » In reviewing the facility and provided program, we will meet with fire station personnel to establish project goals, verify priorities, and provide preliminary recommendations.

Schematic Design Phase

- » Once the project program is confirmed, we will generate concept designs that establish the interior layout of the renovated facility based on those identified needs. We will present architectural schematic design options to the District leadership team for feedback and continue to refine the design alternatives based on that response.
- » Our process looks at the building components and specific room requirements, materials, adjacencies, and special system requirements. Through our participation in national Fire Station Design communities, we will present the latest trends and innovations in station design to maximize the health and safety of your fire personnel.
- » When establishing the interior layout for a Fire Station we focus on creating a facility that limits cross contamination and improves circulation and response time. Designs will also account for all gender accommodations, privacy, accessibility, and seismic requirements. Our team excels at creating unique and attractive designs that are appropriate for the community and serve functional needs. This is particularly important where the travel distance from the furthest point to the apparatus bay is critical to response times.
- » Our Schematic Design effort will include detailed Basis of Design documentation from all design disciplines to clarify all proposed design elements of the project.
- » Deliverables include:
 - Estimated Project Schedule, complete through construction.

5

METHODOLOGY

PROJECT WORK PLAN

- Preliminary Design Documents including site plan; floor plans; exterior elevations; perspective plans; roof plans; and civil, structural, mechanical, electrical, and landscape plans.
- Color and Materials Boards.
- Design Basis Report including architectural, civil, structural, mechanical, electrical, and landscape.
- Cost Estimate for all elements of the project, including both hard and soft costs.
- » Once the design deliverables have been developed we will work with the stakeholder team to make the appropriate presentations to the District Board, local community groups and others as required. The presentation of the results of the team's efforts is an important component of the ultimate project success.
- » As stewards of your project and budget we will work with you to help show the community and the Board that the District is proceeding with a thoughtful, appropriate design intended to make the most responsible use of the public funds available to renovate this important first responder facility.

Design Development Phase

- » Using the approved schematic design documents, we will develop a more detailed design that includes material selection and systems such as structural, HVAC, plumbing, and electrical.
- » During this phase especially, we focus on value engineering to maximize all elements of the evolving design and rigorous quality control methods to ensure that all members of the A/E team are in sync, cost goals are maintained, and errors and coordination issues are minimized.
- » As the project is refined, we will present 30% plans and cost estimates for the project to ensure the design is consistent with programmatic and budgetary requirements as we move forward.

- » The Design Development phase will include detailed design of building systems, including architectural, structural, civil, mechanical, plumbing and electrical as well as site design opportunities.
- » Additionally, we will provide outline specifications, preliminary code review, preliminary codes and standards compliance reports, surveys/mapping, utilities verification, and permit research.

Construction Documents Phase

- » As the project is refined, we will develop and submit 60% and 90% plans for the project to ensure the design is consistent with requirements as we move forward.
- » Specifications will be generated in conjunction with the drawings, and we evaluate specific products or equipment that are required as a matter of necessity and discuss incorporating them into the Bid Documents.
- » Updated cost estimates will be provided as part of this phase to ensure the project remains on track to meet targeted goals.
- » As the project is finalized, we will present 100% final plans for the project to the District and authoritative jurisdictions for approval and permit issuance.
- » Our team takes great pride in producing an outstanding final product and prioritizes the creation of clear construction document and specifications to be passed to the building contractors.

Bid Phase

- » We will work closely with the District and provide support services throughout the bidding phase. This includes reviewing contractor bids and qualifications to provide recommendations to the District.

5

METHODOLOGY

PROJECT WORK PLAN

Construction Administration Phase

Our team is experienced in working with clients and contractors from pre-design to occupancy. The following sections address our approach to construction administration:

- » We are accountable for the completed project, and we take great care in providing outstanding Construction Administration and Oversight Services to ensure your facility meets not only the requirements of the plans and specifications, but also our standards for quality. We are firm believers in the continued involvement of the Project Architect and engineers during this crucial phase to align decisions made "in the field" with the design intent agreed upon during the earlier stages of the project.
- » This phase requires continual oversight over the Builder or Contractor to stay on schedule and on budget all the while producing a building with a high level of craftsmanship and precision. Our "Lessons Learned" discussions with contractors, specific to fire station construction, have been instrumental in helping avoid repeated issues and allow for timely and smooth completion of our projects.
- » We make regular site visits (weekly or bi-monthly) to verify quality and track the progress of work. Our broad experience in Construction Administration allows us to maintain firm control of a project throughout the process, resulting in greater design integrity while minimizing delays and change orders.
- » Construction support would include but will not be limited to:
 - Review of RFI's, shop drawings, and other submittals.
 - ASI creation as required.
 - Review of potential design change orders.
 - Attendance at construction meetings.
 - Review and certify pay requests.
 - Final punch walk and corrections list.
 - Preparation of Record Drawings.

Preliminary Schedule

PRE-DESIGN PHASE	1 Month
SCHEMATIC DESIGN PHASE	2 Months
DESIGN DEVELOPMENT PHASE	2 Months
CONSTRUCTION DOCUMENTS PHASE	3 Months
BID PHASE	1 Month
CONSTRUCTION ADMINISTRATION PHASE	10 Months

Jeff Katz Architecture | Sacramento Metropolitan Fire Station 23 Remodel/Expansion

EXHIBIT C
Project Schedule

A. MILESTONES AND DELIVERY SCHEDULE

Description	Duration	Delivery Date
Pre-Design Phase	1 Month	November 15, 2021
Stakeholder Meeting		
Work Plan		
Programming Document		
Schematic Design Phase	2 Months	January 15, 2022
Updated Project Schedule (through Construction)		
Schematic Design Alternates		
Preliminary Design Documents		
Color and Materials Boards		
Design Basis Report		
Preliminary Cost Estimate		
Schematic Design Presentation		
Design Development Phase	2 Months	March 15, 2022
30% Design Documents		
30% Cost Estimate		
Design Review Submittal		
Outline Specifications		
Preliminary Code Review		
Preliminary Codes/Standards Compliance Reports		
Construction Documents Phase	3 Months	June 15, 2022
60% Construction Documents		
60% Cost Estimate		
90% Construction Documents		
90% Cost Estimate		
Building Permit Submittal		
100% Construction Documents		
Final Design Specifications		
Bid Phase	1 Month	July 15, 2022
Construction Administration	10 Months	May 15, 2023

B. SCHEDULE UPDATES

Schedule updates shall be submitted for each phase of the project and shall include identification/progress of major milestones, tasks associated with meeting milestones, and agency approval timelines. Such updates shall be approved by the DISTRICT and, once approved, shall supersede the delivery schedule outlined in Section A above.

EXHIBIT D
Payment Terms

A. PAYMENT

The total fee for services shall not exceed **\$466,468 US Dollars**. Payment shall be made on a percentage completed basis. Invoices for payment shall be provided to the DISTRICT on not less than a monthly basis, and shall specify the percentage of completion as to each milestone that is subject to the invoice.

No advance payment shall be made for goods or services furnished by the DESIGN CONTRACTOR pursuant to the Agreement. The DESIGN CONTRACTOR shall accept a purchase order from the DISTRICT with Net 45 day payment terms from the date the invoice is submitted to the DISTRICT.

B. BILLABLE RATES FOR ADDITIONAL SERVICES

Payment for additional services outside the scope of this Agreement that may be requested and approved by the DISTRICT through an amendment to this Agreement shall be subject to the hourly rate schedule attached hereto.

HOURLY FEE SCHEDULE

JKA HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

JEFF KATZ ARCHITECTURE | Prime Architect

Principal-in-Charge / Principal Architect	\$250.00/hr.
Project Manager	\$220.00/hr.
Project Architect	\$190.00/hr.
Design Principal / Design Architect	\$190.00/hr.
QC Manager	\$190.00/hr.
Job Captain.....	\$150.00/hr.
Specification Writer.....	\$190.00/hr.
Construction Administrator	\$185.00/hr.
Drafter.....	\$125.00/hr.
Administrative	\$90.00/hr.

BKF ENGINEERS | Civil / Survey Engineer

Principal / Vice President	\$251.00/hr.
Senior Associate	\$225.00/hr.
Associate.....	\$219.00/hr.
Senior Project Manager.....	\$218.00/hr.
Project Manager.....	\$213.00/hr.
Engineering Manager.....	\$197.00/hr.
Survey Party Chief	\$182.00/hr.
Sr. Project Engineer / Sr. Project Surveyor.....	\$183.00/hr.
Project Engineer/Project Surveyor/Project Planner.....	\$160.00/hr.
Design Engineer / Staff Surveyor / Staff Planner.....	\$140.00/hr.
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00/hr.
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00/hr.
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00/hr.

ZFA STRUCTURAL ENGINEERS | Structural Engineer

Executive Principal.....	\$215.00/hr.
Principal.....	\$195.00/hr.
Associate Principal.....	\$175.00/hr.
Senior Associate	\$160.00/hr.
Associate Engineer.....	\$150.00/hr.
Senior Engineer.....	\$135.00/hr.
Engineer.....	\$125.00/hr.
Engineer - Designer	\$110.00/hr.
Project BIM Manager	\$130.00/hr.
Senior BIM Technician/Drafter	\$120.00/hr.
BIM Technician	\$105.00/hr.
Engineering Support.....	\$65.00/hr.

HOURLY FEE SCHEDULE

CAPITAL ENGINEERING CONSULTANTS, INC. | Mechanical Engineer

Senior Principal	\$240.00/hr.
Principal.....	\$218.00/hr.
Director.....	\$208.00/hr.
Senior Project Manager.....	\$198.00/hr.
Project Manager	\$190.00/hr.
Field Services.....	\$188.00/hr.
Senior Engineer.....	\$170.00/hr.
Engineer.....	\$155.00/hr.
Senior Designer.....	\$145.00/hr.
Designer.....	\$133.00/hr.
Technician / CADD Drafter.....	\$122.00/hr.

O'MAHONY & MYER | Electrical Engineer

Principal.....	\$210.00/hr.
Project Electrical Engineer.....	\$140.00/hr.
Project Lighting Designer.....	\$140.00/hr.
Electrical / Lighting Designer	\$125.00/hr.
CAD Supervisor.....	\$105.00/hr.
CAD Technician	\$95.00/hr.

RHAA | Landscape Architect

Principal 1	\$245.00/hr.
Principal 2.....	\$240.00/hr.
Principal 3.....	\$230.00/hr.
Senior Associate 1	\$225.00/hr.
Senior Associate 2	\$200.00/hr.
Associate 1.....	\$180.00/hr.
Assistant Project Manager	\$175.00/hr.
Associate 2.....	\$170.00/hr.
Associate 3.....	\$165.00/hr.
Designer 1.....	\$155.00/hr.
Designer 2.....	\$150.00/hr.
Designer 3.....	\$145.00/hr.
Designer 4.....	\$135.00/hr.

J.R. CONKEY & ASSOCIATES | Cost Estimator

Principal.....	\$200.00/hr.
Senior Cost Estimator	\$150.00/hr.

Additional Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2021, at which time they may be adjusted due to salary reviews.