



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

Jennifer Sheetz
Board President
Division 5

Matt Kelly
Board Vice President
Division 7

Cynthia Saylors
Board Secretary
Division 1

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Gay Jones
Board Member
Division 8

Walt White
Board Member
Division 9

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, September 24, 2020 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 994 2040 2204 #

Passcode: 659 523 722 #

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

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

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

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above. **If you prefer viewing the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Note: The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth above, except that members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Melissa Penilla
Board Clerk
(916) 859-4305
Penilla.melissa@metrofire.ca.gov

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 24, 2020

CALL TO ORDER

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, September 28th at 6:00 pm and Wednesday, September 30th at 2:00 pm on Channel 14; Webcast at www.sacmetrocable.tv.

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

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

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

CONSENT ITEMS

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

	<u>Page No.</u>
CONSENT ITEMS	
1. Action Summary Minutes	5
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of September 10, 2020.	
2. Intergovernmental Transfer (IGT) Program - July 1, 2019 through December 31, 2020	10
Recommendation: Adopt a resolution to authorize the Fire Chief enter into necessary agreements to participate in the IGT Program covering the period of July 1, 2019 through December 31, 2020.	
3. Surplus Equipment – Mobile Data Terminals	63
Recommendation: Adopt a resolution authorizing the designation and disposal of surplus mobile data terminal equipment.	

ACTION ITEMS

1. FY2019 Fire Prevention and Safety Grant Award Acceptance (Erin Castleberry, Administrative Specialist)	67
Recommendation: Adopt the grant acceptance resolution for fire prevention and safety, and budget amendment resolutions.	



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REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 24, 2020

2. **10 Year Sacramento Regional Radio Communications System Licensing Agreement** 71
(Steve Jordan, Communications Manager)
Recommendation: Authorize the Fire Chief to approve Metro Fire's Primary User Licensing Agreement with the Sacramento Regional Radio Communications System.

PRESENTATION ITEMS

1. **Natomas Feasibility Study** *(Jeff Frye, Economic Development Manager)* *
Recommendation: Receive presentation, no action required.

REPORTS

1. **PRESIDENT'S REPORT**—*(President Sheetz)*
2. **FIRE CHIEF'S REPORT**—*(Chief Harms)*
OPERATIONS' REPORT – *(Deputy Chief Bridge)*

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

4. **COMMITTEE AND DELEGATE REPORTS**

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

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

B. **Communications Center JPA** – *(DC Shannon)*
Next Meeting: October 13, 2020 at 9:00 AM

C. **California Fire & Rescue Training JPA** – *(DC Shannon)*
Report Out: September 17, 2020 at 4:00 PM
Next Meeting: TBD
Location: 3121 Gold Canal Drive
Rancho Cordova, CA 95670

D. **Finance and Audit Committee** – *(Director Orzalli)*
Next Meeting: TBD

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

BOARD MEMBER QUESTIONS AND COMMENTS



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 24, 2020

CLOSED SESSION

1. **Public Employee Performance Evaluation: Fire Chief**
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)
2. **Public Employee Performance Evaluation: Board Clerk**
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 8, 2020 at 6:00 PM

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

ANTICIPATED AGENDA ITEMS: TBD

Posted on September 21, 2020

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

Melissa Penilla, Clerk of the Board

* No written report

** Separate Attachment

DISABILITY INFORMATION:

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



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

**BOARD OF DIRECTORS
SACRAMENTO METROPOLITAN FIRE DISTRICT**
Thursday, September 10, 2020
Held Remotely Via Zoom

CALL TO ORDER

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

PUBLIC COMMENT: None

CONSENT ITEMS

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

1. Action Summary Minutes

Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of August 27, 2020.

Action: Approved Action Summary Minutes.

2. Amendment to Extend Current Radio System Licensing Agreement

Recommendation: Approve the amendment to extend the current Sacramento Regional Radio Communications System agreement and authorize the Fire Chief to approve the amendment.

Action: Approved the amendment.

3. Revised LOU for the Single Role Paramedic Program

Recommendation: Adopt a resolution with the proposed 15% day incentive for Single Role Paramedic employees.

Action: Adopted Resolution No. 2020-047.

4. Resolution Adopting the FY 2020/21 Appropriations Limit Schedule

Recommendation: Adopt a Resolution establishing an appropriation (Gann) limit Fiscal Year 2020/21.

Action: Adopted Resolution No. 2020-048.

ACTION ITEMS

1. FY2019 Assistance to Firefighters Grant – Award Acceptance

(Erin Castleberry, Administrative Specialist)

Recommendation: Adopt the Grant Acceptance Resolution for IAFF's Fire Ground Survival Training.

Action: On a motion by Wood, seconded by Jones, and carried unanimously by members present to adopt Resolution No. 2020-049.

2. **MOU – Cosumnes CSD FY2018 State Homeland Security Grant**
(Erin Castleberry, Administrative Specialist)
Recommendation: Adopt a Resolution authorizing the execution of the MOU between Metro Fire and Cosumnes Fire.
Action: On a motion by Wood, seconded by Jones, and carried unanimously by members present to adopt Resolution No. 2020-050.
3. **COVID-19 Response Units (Chief Harms and Assistant Chief Law)**
Recommendation: Adopt a Resolution authorizing the Fire Chief to execute an agreement with Sacramento County for COVID-19 Response Units, and the Chief Financial Officer to submit claims for payment.
Action: On a motion by Goold, seconded by Wood, and carried unanimously by members present to adopt Resolution No. 2020-051.
4. **Fiscal Year 2020/21 Final Budget (CFO Thomas)**
** [PDF](#) Separate Attachment
 - A. Resolution – 2020/21 Final Budget for the General Operating Fund 212A
 - B. Resolution – 2020/21 Final Budget for the Capital Facilities Fund 212D
 - C. Resolution – 2020/21 Final Budget for the Grants Fund 212G
 - D. Resolution – 2020/21 Final Budget for the Development Impact Fees Fund 212I
 - E. Resolution – 2020/21 Final Budget for the Leased Properties Fund 212L
 - F. Resolution – 2020/21 Final Budget for the IGT Fund 212M

Recommendation: Receive Presentation/Accept FY 2020/21 Final Budget Resolutions.

- Action:**
- A. Moved by Goold, seconded by Saylor, and carried unanimously by the members present to adopt Resolution No. 2020-052 for the General Operating Fund 212A.
 - B. Moved by Saylor, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2020-053 for the Capital Facilities Fund 212D.
 - C. Moved by Wood, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2020-054 for the Grants Fund 212G.
 - D. Moved by Saylor, seconded by Goold, and carried unanimously by the members present to adopt Resolution No. 2020-055 for the Development Impact Fees Fund 212I.
 - E. Moved by Saylor, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2020-056 for the Leased Properties Fund 212L.
 - F. Moved by Saylor, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2020-057 for the IGT Fund 212M.

REPORTS

1. PRESIDENT'S REPORT:

President Sheetz announces there will be a moment of silence honoring the 19th Anniversary of September 11th.

2. FIRE CHIEF'S REPORT:

New Hires

9/1, Logistics Technician Anthony Berkey

Reassignments

9/25, Captain Shawn Burke – EMS 24, A Shift

Meetings

Chief gave an update on EMS and 201 rights, letting everyone know he has had several meetings with the County and partner agencies discussing the matter. Meetings will continue tomorrow and into next week.

9/3 CA Metro Fire Chiefs Monthly Meeting

9/10 CalChiefs Board One-Day Business Meeting

9/10 Urban Fire Forum, national and international group which discussed diversity, equality, and inclusion (DEI) in the fire service.

On Tuesday Chief and DC Bridge went to Santa Rosa and met with strike teams. They were coming off the line and looking forward to getting some rest, food and showers.

Updates

Chief reminded everyone this is Suicide Prevention Week. Each day the Peer Support Team has delivered a piece of information, and encouraged employees to talk about the subject despite it being a difficult topic.

He also wants to remember September 11, 2001, despite the Stair Climb and Walk-Run to Remember it is important to reflect on the event from 19 years ago. While it seems like it was just yesterday, it is hard to believe it was 19 years ago. Please take a moment to reflect tomorrow.

OPERATIONS REPORT

Assistant Chief Lozano reported that since the last Board Meeting there have been 3,864 calls for service, with 3,021 of those being EMS related with a transport rate of 67%. There have been 6 structure fires.

We have been very active on the wildland front and are just shy of 3 million acres in California burned this year, we are having the largest fire season on record. Our Type 3 OES Strike Team returned today, and is expected to be deployed again in the next few days.

There are currently no members out for COVID-19 related illness, membership and labor are very active in supporting a busy season.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:
Captain McGoldrick hopes everyone had a Great Labor Day.

With the 19th anniversary of 9/11 on Friday, and the Privilege to "Never Forget", he thanks Firefighter Trimble of Station 51, C Shift for organizing an informal hike of Castle Peak as a substitute for the cancelled stair climb event.

Our members are out of County on multiple assignments. All are doing well with some returning today.

He thanks Director Grant Goold for meeting with the political action committee this week. He looks forward to keeping lines of communication open with our elected officials.

4. COMMITTEE AND DELEGATE REPORTS

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

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

- B. **Communications Center JPA – (DC Shannon)**
Report Out: September 8, 2020 at 9:00 AM
DC Shannon reports out for the Communication Center, congratulating employees who recently received promotions. The Center is planning to have another dispatcher academy in December, and they are currently testing their Pro QA software.
Next Meeting: September 22, 2020 at 9:00 AM

- C. **California Fire & Rescue Training JPA – (DC Shannon)**
Next Meeting: September 17, 2020 at 4:00 PM
Location: 3121 Gold Canal Drive
Rancho Cordova, CA 95670

- D. **Finance and Audit Committee – (Director Orzalli)**
Next Meeting: TBD

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

BOARD MEMBER QUESTIONS AND COMMENTS

Director Jones is looking forward to the Community Response Units becoming active again, it is an excellent opportunity. She also thanks staff for answering her questions earlier this week on the consent items.

Director Clark reminds everyone it has been 19 years since September 11th which is hard to believe. It is unfortunate the annual events remembering this day have been cancelled as he was looking forward to participating.

Director Wood asks for an additional moment of silence honoring FF/EMT Diana Jones who lost her life fighting the wildfires in California, and the three firefighters who were injured.

Director Orzalli thanks CFO Thomas for the final budget presentation, and to Art Hong for his assistance with technology.

Director Goold congratulates everyone for a wonderful job from a policy standpoint. Having budgetary reserves as a safety net moving forward in uncertain times is very important. During these times it is important to remember all of our public safety professionals, and this includes the men and women in blue.

Director Sailors echoes everything Director Goold mentioned.

Director Kelly, also echoes the comments of his fellow Directors. It is nice to hear that everyone is at work and no one is off for COVID-19 related illness. He thanks CFO Thomas for managing the budget.

Director Sheetz leads a moment of silence for the 19th Anniversary of September 11th, FF/EMT Diana Jones, and the three firefighters who were injured fighting California wildfires.

ADJOURNMENT

The meeting was adjourned at 6:53 pm.

Jenifer Sheetz, President

Cinthia Sailors, Secretary

Melissa Penilla, Board Clerk



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: September 24, 2020

TO: Board of Directors

SUBJECT: Intergovernmental Transfers for July 1, 2019 through December 31, 2020

TOPIC

Authorize the Fire Chief to enter into the necessary agreements to participate in the Intergovernmental Transfer (IGT) Program covering the periods July 1, 2019 through December 31, 2020.

DISCUSSION

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

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

The proposed agreements cover the 18-month period July 1, 2019 through December 31, 2020, with an initial transfer anticipated for July 1, 2019 through June 30, 2020 (IGT #1) expected to occur during FY 2020/21 and a later transfer for July 1, 2020 through December 31, 2020 (IGT #2). The State intends to transition the IGTs to a calendar year basis beginning in 2021. The State and plan agreements are substantially similar to those entered into in previous fiscal years, with the exception of the extended 18-month timeframe and the Aetna agreement, which is new for this fiscal year.

FISCAL IMPACT

Under the proposed IGTs, the District will transfer an estimated total of \$9,535,205 to the State (including the State administrative fee). This amount is subject to change by the State based on the finalization of actual plan activity. Estimated total plan payments to the District are \$24,104,538, for estimated net new funds to the District of \$14,569,333.

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

IGT #1: 7/1/19-6/30/20	Aetna	Anthem	Health Net	Kaiser	Molina	Total IGT #1
District IGT contribution*	\$287,473	\$1,957,381	\$675,629	\$499,766	\$1,748,499	\$5,168,748
20% State fee	\$57,495	\$391,476	\$135,126	\$99,953	\$349,700	\$1,033,750
Total transfer to State	\$344,968	\$2,348,857	\$810,755	\$599,719	\$2,098,199	\$6,202,498
Estimated IGT Plan payments to District	\$1,118,802	\$5,935,792	\$1,930,046	\$1,100,360	\$5,512,497	\$15,597,497
Estimated net new funds to District	\$773,835	\$3,586,935	\$1,119,291	\$500,640	\$3,414,298	\$9,395,000

IGT #2: 7/1/20-12/31/20	Aetna	Anthem	Health Net	Kaiser	Molina	Total IGT #2
District IGT contribution*	\$175,870	\$1,062,313	\$366,477	\$272,434	\$900,162	\$2,777,256
20% State fee	\$35,174	\$212,463	\$73,295	\$54,487	\$180,032	\$555,451
Total transfer to State	\$211,044	\$1,274,776	\$439,772	\$326,921	\$1,080,194	\$3,332,707
Estimated IGT Plan payments to District	\$690,141	\$3,280,187	\$1,065,789	\$606,659	\$2,864,264	\$8,507,041
Estimated net new funds to District	\$479,097	\$2,005,411	\$626,017	\$279,738	\$1,784,070	\$5,174,334

*As determined by California Department of Healthcare Services.

RECOMMENDATION

Staff recommends that the Board approve the attached resolution authorizing the Fire Chief to enter into the necessary agreements to participate in the IGT Program covering the period July 1, 2019 through December 31, 2020.

Submitted By:



Amanda Thomas
Chief Financial Officer

Approved By:



Todd Harms
Fire Chief



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-__

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

WHEREAS, the Sacramento Metropolitan Fire District (hereinafter referred to as District) participates in the Intergovernmental Transfer (IGT) Program to receive federal funding associated with transports of Medi-Cal Managed Care beneficiaries; and

WHEREAS, participation in the IGT Program for the period July 1, 2019 through December 31, 2020 is expected to result in an estimated \$14,569,333 of net new funds to the District; and

WHEREAS, participation in the IGT Program requires entering into agreements with the Managed Care Plans (Plans) and with the State Department of Healthcare Services (DHCS).

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

1. Approve participation by the District in the IGT Program covering the period July 1, 2019 through December 31, 2020.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the Amendments to the Health Plan-Provider Agreements with the Plans in substantially the forms attached hereto.
3. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the Intergovernmental Agreement regarding Transfer of Public Funds with DHCS in substantially the form attached hereto.

PASSED AND APPROVED this 24th day of September, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Board Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the SACRAMENTO METROPOLITAN FIRE DISTRICT (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (PMPM) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020, and reconciled to actual PMPMs for the service period of July 1, 2020 through December 31, 2020 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2020 and December 31, 2020, respectively. DHCS shall reconcile the “Projected Contribution PMPM,” in Exhibit 1(b), to actual PMPM for HEALTH PLAN(S) for the service period of July 1, 2020 through December 31, 2020 using actual PMPMs that result from the risk adjustment process as reflected in figures taken from DHCS records. PMPM reconciliation will occur on an ongoing basis as the risk adjustment process is finalized. Actual PMPM amounts will be considered final two years after December 31, 2020. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If

DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service periods of July 1, 2019 through June 30, 2020, and July 1, 2020 through December 31, 2020, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Todd Harms, Fire Chief
Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Harms.Todd@metrofire.ca.gov

With copies to:

Amanda Thomas, Chief Financial Officer
Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Thomas.Amanda@metrofire.ca.gov

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other

agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2019 and shall expire as of June 30, 2023 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

THE SACRAMENTO METROPOLITAN FIRE DISTRICT:

By: _____

Date: _____

Todd Harms, Fire Chief

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date: _____

Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Aetna Better Health		
Rating Region:	Sacramento		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.88	11,835	\$ 22,250
Child - MCHIP	\$ 0.73	4,237	\$ 3,093
Adult - non MCHIP	\$ 4.93	6,711	\$ 33,085
Adult - MCHIP	\$ 1.91	173	\$ 330
ACA Optional Expansion	\$ 0.92	21,600	\$ 19,872
SPD	\$ 13.64	3,545	\$ 48,354
SPD/Full-Dual	\$ 3.02	867	\$ 2,618
Estimated Total		48,968	\$ 129,602

Health Plan:	Molina Healthcare of California Partner Plan, Inc.		
Rating Region:	Sacramento		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.57	82,082	\$ 128,869
Child - MCHIP	\$ 0.61	23,988	\$ 14,633
Adult - non MCHIP	\$ 4.26	42,112	\$ 179,397
Adult - MCHIP	\$ 1.65	427	\$ 705
ACA Optional Expansion	\$ 0.83	99,558	\$ 82,633
SPD	\$ 12.37	37,454	\$ 463,306
SPD/Full-Dual	\$ 2.93	14,602	\$ 42,784
Estimated Total		300,223	\$ 912,327

Health Plan:	Health Net Community Solutions, Inc.		
Rating Region:	Sacramento		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.30	194,971	\$ 58,491
Child - MCHIP	\$ 0.12	64,717	\$ 7,766
Adult - non MCHIP	\$ 0.82	98,124	\$ 80,462
Adult - MCHIP	\$ 0.32	955	\$ 306
ACA Optional Expansion	\$ 0.11	182,601	\$ 20,086
SPD	\$ 2.45	68,734	\$ 168,398
SPD/Full-Dual	\$ 0.53	23,793	\$ 12,610
BCCTP	\$ 2.14	24	\$ 51
Estimated Total		633,919	\$ 348,170

Health Plan:	Kaiser Foundation Health Plan, Inc.		
Rating Region:	Sacramento		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.38	162,756	\$ 61,847
Child - MCHIP	\$ 0.15	85,378	\$ 12,807
Adult - non MCHIP	\$ 1.03	87,863	\$ 90,499
Adult - MCHIP	\$ 0.40	1,302	\$ 521
SPD	\$ 2.19	34,014	\$ 74,491
SPD/Full-Dual	\$ 0.49	38,868	\$ 19,045
BCCTP	\$ 2.40	6	\$ 14
Estimated Total		410,187	\$ 259,224

Health Plan:	Anthem Blue Cross		
Rating Region:	Sacramento		
Service Period	7/2019-12/2019		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.54	339,316	\$ 183,231
Child - MCHIP	\$ 0.21	99,907	\$ 20,980
Adult - non MCHIP	\$ 1.42	183,496	\$ 260,564
Adult - MCHIP	\$ 0.55	1,575	\$ 866
ACA Optional Expansion	\$ 0.26	300,262	\$ 78,068
SPD	\$ 4.11	103,609	\$ 425,833
SPD/Full-Dual	\$ 0.94	36,262	\$ 34,086
BCCTP	\$ 3.77	32	\$ 121
Estimated Total		1,064,459	\$ 1,003,749

Health Plan:	Aetna Better Health		
Rating Region:	Sacramento		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.68	14,494	\$ 24,350
Child - MCHIP	\$ 0.74	5,189	\$ 3,840
Adult - non MCHIP	\$ 4.42	8,804	\$ 38,914
Adult - MCHIP	\$ 1.93	227	\$ 438
ACA Optional Expansion	\$ 1.23	28,343	\$ 34,862
SPD	\$ 12.20	4,259	\$ 51,960
SPD/Full-Dual	\$ 2.71	1,294	\$ 3,507
Estimated Total		62,610	\$ 157,871

Health Plan:	Molina Healthcare of California Partner Plan, Inc.		
Rating Region:	Sacramento		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.40	83,018	\$ 116,225
Child - MCHIP	\$ 0.62	24,262	\$ 15,042
Adult - non MCHIP	\$ 3.81	40,502	\$ 154,313
Adult - MCHIP	\$ 1.67	411	\$ 686
ACA Optional Expansion	\$ 1.11	96,056	\$ 106,622
SPD	\$ 11.07	36,713	\$ 406,413
SPD/Full-Dual	\$ 2.62	14,073	\$ 36,871
Estimated Total		295,035	\$ 836,172

Health Plan:	Health Net Community Solutions, Inc.		
Rating Region:	Sacramento		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.27	200,751	\$ 54,203
Child - MCHIP	\$ 0.12	66,635	\$ 7,996
Adult - non MCHIP	\$ 0.73	100,715	\$ 73,522
Adult - MCHIP	\$ 0.32	980	\$ 314
ACA Optional Expansion	\$ 0.15	185,173	\$ 27,776
SPD	\$ 2.19	69,419	\$ 152,028
SPD/Full-Dual	\$ 0.47	24,626	\$ 11,574
BCCTP	\$ 1.91	24	\$ 46
Estimated Total		648,323	\$ 327,459

Health Plan:	Kaiser Foundation Health Plan, Inc.		
Rating Region:	Sacramento		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.34	167,854	\$ 57,070
Child - MCHIP	\$ 0.15	88,053	\$ 13,208
Adult - non MCHIP	\$ 0.92	90,225	\$ 83,007
Adult - MCHIP	\$ 0.40	1,337	\$ 535
SPD	\$ 1.96	34,825	\$ 68,257
SPD/Full-Dual	\$ 0.44	41,936	\$ 18,452
BCCTP	\$ 2.15	6	\$ 13
Estimated Total		424,236	\$ 240,542

Health Plan:	Anthem Blue Cross		
Rating Region:	Sacramento		
Rating Region:	1/2020-6/2020		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.48	346,136	\$ 166,145
Child - MCHIP	\$ 0.21	101,915	\$ 21,402
Adult - non MCHIP	\$ 1.26	186,976	\$ 235,590
Adult - MCHIP	\$ 0.55	1,605	\$ 883
ACA Optional Expansion	\$ 0.35	305,851	\$ 107,048
SPD	\$ 3.67	106,110	\$ 389,424
SPD/Full-Dual	\$ 0.83	39,830	\$ 33,059
BCCTP	\$ 3.37	24	\$ 81
Estimated Total		1,088,447	\$ 953,632

Exhibit 1(b)

Health Plan:	Aetna Better Health		
Rating Region:	Sacramento		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.72	15,838	\$ 27,241
Child - MCHIP	\$ 1.06	5,670	\$ 6,010
Adult - non MCHIP	\$ 4.52	9,696	\$ 43,826
Adult - MCHIP	\$ 2.78	250	\$ 695
ACA Optional Expansion	\$ 1.23	31,711	\$ 39,005
SPD	\$ 12.49	4,432	\$ 55,356
SPD/Full-Dual	\$ 2.77	1,349	\$ 3,737
Estimated Total		68,946	\$ 175,870

Health Plan:	Molina Healthcare of California Partner Plan, Inc.		
Rating Region:	Sacramento		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.43	90,721	\$ 129,731
Child - MCHIP	\$ 0.88	26,513	\$ 23,331
Adult - non MCHIP	\$ 3.77	44,609	\$ 168,176
Adult - MCHIP	\$ 2.32	452	\$ 1,049
ACA Optional Expansion	\$ 1.06	107,473	\$ 113,921
SPD	\$ 11.12	38,191	\$ 424,684
SPD/Full-Dual	\$ 2.68	14,653	\$ 39,270
Estimated Total		322,612	\$ 900,162

Health Plan:	Health Net Community Solutions, Inc.		
Rating Region:	Sacramento		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.28	219,374	\$ 61,425
Child - MCHIP	\$ 0.17	72,817	\$ 12,379
Adult - non MCHIP	\$ 0.75	110,927	\$ 83,195
Adult - MCHIP	\$ 0.46	1,080	\$ 497
ACA Optional Expansion	\$ 0.16	207,181	\$ 33,149
SPD	\$ 2.26	72,217	\$ 163,210
SPD/Full-Dual	\$ 0.49	25,643	\$ 12,565
BCCTP	\$ 1.95	29	\$ 57
Estimated Total		709,268	\$ 366,477

Health Plan:	Kaiser Foundation Health Plan, Inc.		
Rating Region:	Sacramento		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.35	183,427	\$ 64,199
Child - MCHIP	\$ 0.21	96,222	\$ 20,207
Adult - non MCHIP	\$ 0.95	99,374	\$ 94,405
Adult - MCHIP	\$ 0.58	1,473	\$ 854
SPD	\$ 2.03	36,228	\$ 73,543
SPD/Full-Dual	\$ 0.44	43,666	\$ 19,213
BCCTP	\$ 2.20	6	\$ 13
Estimated Total		460,396	\$ 272,434

Health Plan:	Anthem Blue Cross		
Rating Region:	Sacramento		
Rating Region:	7/2020 - 12/2020		
Rate Category	Projected Contribution PMPM**	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.49	378,249	\$ 185,342
Child - MCHIP	\$ 0.31	111,370	\$ 34,525
Adult - non MCHIP	\$ 1.30	205,936	\$ 267,717
Adult - MCHIP	\$ 0.80	1,768	\$ 1,414
ACA Optional Expansion	\$ 0.36	342,203	\$ 123,193
SPD	\$ 3.75	110,384	\$ 413,940
SPD/Full-Dual	\$ 0.87	41,474	\$ 36,082
BCCTP	\$ 3.46	29	\$ 100
Estimated Total		1,191,413	\$ 1,062,313

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

** Note that Projected Contribution PMPMs are subject to change based on the risk adjustment process of rate development, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

HEALTH PLAN-PROVIDER AGREEMENT
BY AND BETWEEN
AETNA BETTER HEALTH OF CALIFORNIA
AND
SACRAMENTO METROPOLITAN FIRE DISTRICT
TO IMPLEMENT THE 2019-2020 RATE RANGE IGTs

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

RECITALS:

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

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

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

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

1. 2019-20 IGT Medi-Cal Managed Care Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # 19-96461, effective for the period of July 1, 2019

through December 31, 2020 for Intergovernmental Transfer Medi-Cal Managed Care Rate Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with Paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

- (1) As compensation for its administrative services in connection with this Agreement, PLAN shall retain a two percent (2%) administrative fee based on the total amount of the IGT MMCRII received from State DHCS. Each provider's share of the two percent (2%) fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT Payments made by PLAN in Sacramento County.
- (2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those specified above.

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

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

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

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

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

E. Form and Timing of Payments

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

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

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

F. Consideration

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

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

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

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

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

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

G. PLAN's Oversight Responsibilities

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

H. Cooperation Among Parties

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

I. Reconciliation

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

J. Indemnification

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

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

K. Severability

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

L. Status of Contractor

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

M. Remittance Information

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

Amanda Thomas, Chief Financial Officer
Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
(916) 859-4520 Thomas.Amanda@metrofire.ca.gov

2. Term

The term of this Agreement shall commence on July 1, 2019 and shall terminate on December 31, 2023.

SIGNATURES

PLAN: Aetna Better Health of California

By:  _____

Date: 09/03/2020 _____

Amanda Flaum, Chief Executive Officer

PROVIDER: Sacramento Metropolitan Fire District

By: _____

Date: _____

Todd Harms, Fire Chief, Sacramento Metropolitan Fire District

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

This Agreement is made this 2nd of September 2020 by and between Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and the Sacramento Metropolitan Fire District, hereinafter referred to as "PROVIDER."

RECITALS:

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

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

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

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

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #19-96461 ("Intergovernmental Agreement") effective for the periods of July 1, 2019 through December 31, 2020 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

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

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

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

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

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

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

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

E. Form and Timing of Payments

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

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

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

F. Consideration

Sacramento Metropolitan Fire District and Anthem Blue Cross Health Plan-Provider Agreement 2019-20 Rate Range IGTs

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

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

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

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

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

G. PLAN's Oversight Responsibilities

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

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

H. Cooperation Among Parties

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

I. Reconciliation

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

J. Indemnification

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

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

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

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

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

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

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

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

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

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

K. Relationship of the Parties

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

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

L. Severability

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

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

M. Remittance Information

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

Sacramento Metropolitan Fire District
Amanda Thomas, Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Phone: (916) 859-4520
Email: Thomas.Amanda@metrofire.ca.gov
Tax ID: 68-0358779

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

N. Term

The term of this Agreement shall commence on July 1, 2019 and shall terminate on December 31, 2023.

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

SIGNATURES

ANTHEM BLUE CROSS

Signature:



Name: Paul Pakuckas

Title: RVP II, California Medicaid and Medicare

Date: 9/3/2020

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature:

Name: Todd Harms

Title: Fire Chief

Date: _____

HEALTH PLAN-PROVIDER AGREEMENT

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

AMENDMENT 7

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

RECITALS:

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

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

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

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

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

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

Amendment 7 of the Agreement is added to read as follows:

2019-20 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # 19-96461, (“Intergovernmental Agreement”) effective for the period for July 1, 2019 through June 30, 2020 and July 1, 2020 through December 31, 2020 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

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

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

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

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

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

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

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

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

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

E. Form and Timing of Payments

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

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

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

F. Consideration

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

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

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

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on

LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY'S funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

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

G. PLAN's Oversight Responsibilities

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

H. Cooperation Among Parties

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

I. Reconciliation

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

Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

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

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

K. Severability

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

L. Status of Contractor

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this agreement. Each party is entirely responsible for compensating staff,

subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between PLAN and PROVIDER or any of either party's employees, agents, consultants, or subcontracts. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the court and scope of their employment. Each party, its agents, employees, consultants, or subcontractors shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

M. Remittance Information

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

Sacramento Metropolitan Fire District
Amanda Thomas, Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

(916) 859-4520 Thomas.Amanda@metrofire.ca.gov

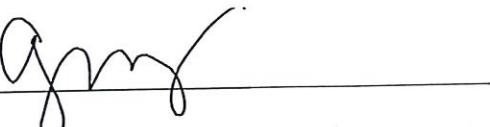
2. Term

The term of this Amendment shall commence on July 1, 2019 and shall terminate on December 31, 2023.

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

SIGNATURES

HEALTH PLAN: HEALTH NET OF CALIFORNIA, INC.

By:  Date: 09/08/2020
Garrett M. Leaf, Chief Financial Officer, Health Net of California Inc.

PROVIDER: SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____ Date: _____
Todd Harms, Fire Chief, Sacramento Metropolitan Fire District

HEALTH PLAN-PROVIDER AGREEMENT

BY AND BETWEEN

KAISER FOUNDATION HEALTH PLAN INC.

AND

SACRAMENTO METROPOLITAN FIRE DISTRICT

TO IMPLEMENT THE RATING PERIOD 2019-2020 RATE RANGE IGTs

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

RECITALS:

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

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

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

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

1. IGT Capitation Rate Range Increases to PLAN for the 2019-20 IGT

A. Payment

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

Transfer of Public Funds, # 19-96461, effective for the period of July 1, 2019 through December 31, 2020 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with Paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

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

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

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

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

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

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

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

E. Form and Timing of Payments

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

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

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

F. Consideration

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

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

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

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

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

G. PLAN's Oversight Responsibilities

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

H. Cooperation Among Parties

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

I. Reconciliation

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

J. Indemnification

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

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

K. Severability

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

L. Status of Contractor

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

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

M. Remittance Information

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

2. Term

The term of this Agreement shall commence on July 1, 2019 and shall terminate on December 31, 2023.

SIGNATURES

PLAN: Kaiser Foundation Health Plan, Inc.

By: 
Nathaniel L. Oubre, Jr. (Jun 23, 2020 12:21 PDT) Date: 06/23/2020

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

PROVIDER: Sacramento Metropolitan Fire District

By: _____ Date: _____

Todd Harms, Fire Chief

HEALTH PLAN-PROVIDER AGREEMENT
AMENDMENT TO AGREEMENT BETWEEN MOLINA HEALTHCARE AND
SACRAMENTO METROPOLITAN FIRE DISTRICT

AMENDMENT 7

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

RECITALS:

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

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

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

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

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

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:
Amendment 7 of the Agreement is added to read as follows:

2019-20 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY's Intergovernmental Agreement Regarding Transfer of Public Funds, # 19-96461, effective for the period July 1, 2019 through December 31, 2020 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases, ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

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

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

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

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

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

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

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

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

E. Form and Timing of Payments

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

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

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

F. Consideration

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

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

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

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

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

organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

G. PLAN's Oversight Responsibilities

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

H. Cooperation Among Parties

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

I. Reconciliation

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

J. Indemnification

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

K. Dispute Resolution

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

L. Severability

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

M. Status of Contractor

Each party is, and shall at all times be deemed to be, an independent contractor

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

N. Remittance Information

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

Sacramento Metropolitan Fire District
Amanda Thomas, Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
(916) 859-4520 Thomas.Amanda@metrofire.ca.gov

2. Term

The term of this Amendment shall commence on July 1, 2019 and shall terminate on December 31, 2023.

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

SIGNATURES

HEALTH PLAN: MOLINA HEALTHCARE

By:  Date: 5/08/2020

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

PROVIDER: SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____ Date: _____

Todd Harms, Fire Chief, Sacramento Metropolitan Fire District



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 24, 2020
TO: Board of Directors
SUBJECT: Disposal of Surplus Property – Mobile Data Terminals

TOPIC

Board authorization to dispose of outdated/broken Mobile Data Terminals (MDTs).

DISCUSSION

Metro Fire's Communication Division has removed outdated Mobile Data Terminals (MDTs) from fire district vehicles. The service life of the MDTs has been exhausted and their value has been fully depreciated. A list of equipment removed and ready for disposal is attached in Appendix A.

MDTs will be disposed of as electronic waste.

FISCAL IMPACT

This item will not result in additional discretionary general funding. There is no cost to Metro Fire for the disposal of electronic waste through a current agreement with E-Waste Recovery Systems (ERS) located in Rancho Cordova.

RECOMMENDATION

Staff recommends the Board adopt a Resolution to approve the disposal of outdated/broken MDTs as outlined in this report.

Submitted by:

A handwritten signature in blue ink.

Steve Jordan
Communications Manager

Approved by:

A handwritten signature in blue ink.

Brian Shannon
Deputy Chief, Support Services Division

Appendix A – MDT Disposal List

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	DISPOSAL DATE	PLANNED	FAIR MARKET	RED INV
	DATE	COST				DISPOSAL METHOD		
4352	04/10/13	\$ 6,441	M7 - MDC	36805	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4355	04/10/13	\$ 6,441	M7 - MDC	36808	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4575	10/25/13	\$ 6,657	M7 - MDC	37457	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4708	06/30/13	\$ 6,303	M7 - MDC	39599	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4574	10/25/13	\$ 6,657	M7 - MDC	37456	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4789	03/11/16	\$ 6,463	M7 - MDC	40151	E-Waste	Broken	\$0.00	
					09/25/20	\$0.00		
4847	06/30/16	\$ 7,305	M7 - MDC	40880	E-Waste	Broken	\$0.00	501542
					09/25/20	\$0.00		



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-__

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT WHICH DECLARES SPECIFIC MOBILE DATA TERMINALS AS SURPLUS.

WHEREAS, the Board of Directors approves the purchase of radio equipment by the adoption of the budget; and

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

WHEREAS, as a result, the District is now in possession of a surplus of fully depreciated radio equipment; and

WHEREAS, the District recognizes the need to remove excess radio equipment from the Communication Division's inventory.

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

INCODE ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED	FAIR MARKET	RED INV
	DATE	COST			DISPOSAL METHOD		
4352	04/10/13	\$ 6,441	M7 - MDC	36805	E-Waste	Broken \$0.00	
					09/25/20		
4355	04/10/13	\$ 6,441	M7 - MDC	36808	E-Waste	Broken \$0.00	
					09/25/20		
4575	10/25/13	\$ 6,657	M7 - MDC	37457	E-Waste	Broken \$0.00	
					09/25/20		
4708	06/30/13	\$ 6,303	M7 - MDC	39599	E-Waste	Broken \$0.00	
					09/25/20		
4574	10/25/13	\$ 6,657	M7 - MDC	37456	E-Waste	Broken \$0.00	
					09/25/20		
4789	03/11/16	\$ 6,463	M7 - MDC	40151	E-Waste	Broken \$0.00	
					09/25/20		
4847	06/30/16	\$ 7,305	M7 - MDC	40880	E-Waste	Broken \$0.00	501542
					09/25/20		

PASSED AND APPROVED this 24th day of September, 2020, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sacramento Metropolitan Fire District

By: _____
Board President

Attested By:

Clerk of the Board



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: September 24, 2020
TO: Board of Directors
SUBJECT: FY2019 Fire Prevention & Safety Grant – Award Acceptance
EMW-2019-FP-00673

BACKGROUND

On May 27, 2020, the Sacramento Metropolitan Fire District (Metro Fire) submitted an application for funding totaling \$262,418 through FEMA's FY2019 AFG Fire Prevention and Safety Grant Program (FP&S) to conduct a comprehensive Community Risk Assessment (CRA). The goal of the proposed CRA is to enhance the safety of the community by identifying risks and hazards, prioritizing risks, and identifying mitigation measures for the purpose of developing a comprehensive Community Risk Reduction Plan. The proposed CRA will serve as the basis for Metro Fire's short and long range planning for risk reduction goals and activities.

DISCUSSION

Metro Fire received a notification of award on September 2, 2020 in the amount of \$261,518 for this project with a small portion of the requested funds deemed ineligible (\$900).

FISCAL IMPACT

The grant award provides \$249,065 in Federal funds (95%) and requires a match of \$12,453 (5%). These expenditures will be added to the final budget under separate resolutions.

RECOMMENDATION

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

Submitted by:

A handwritten signature in blue ink.

Erin Castleberry
Administrative Specialist

A handwritten signature in blue ink.

RMarie Jones
Accounting Specialist

Approved by:

A handwritten signature in blue ink.

Amanda Thomas
Chief Financial Officer



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-__

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

A RESOLUTION ACCEPTING FY2019 AFG FIRE PREVENTION AND SAFETY GRANT

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

WHEREAS, on May 27, 2020, Metro Fire submitted a FY2019 AFG Fire Prevention and Safety Grant (AFG) application totaling \$262,418 to conduct a comprehensive Community Risk Assessment; and

WHEREAS, Metro Fire received an award notification on September 2, 2020 in the amount of \$261,518 to fund the project.

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

1. Accept a grant award in the amount of \$261,518 from the FY2019 AFG Fire Prevention & Safety Grant program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents to the United States Department of Homeland Security (US DHS), Federal Emergency Management Agency (FEMA) in order to administer the funds awarded.

PASSED AND APPROVED this 24th day of September, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Clerk of the Board



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2020-____

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 2020/21

WHEREAS, the Sacramento Metropolitan Fire District (District) has accepted a FY2019 AFG Fire Prevention & Safety Grant (FP&S) in the amount of \$261,518; and

WHEREAS, the grant award requires a District match of \$12,453 (5%), which will be funded with a transfer from the General Operating Fund 212A to the Grants Fund 212G; and

WHEREAS, on September 10, 2020, the District adopted the Final Budget for the General Operating Fund 212A for Fiscal Year 2020/21, 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 2020/21 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2020/21 INCREASE (DECREASE)
50598000	212A	2129212	2129212000	OPERATING TRANS OUT (212G)	\$12,453

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 24th day of September, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Board Clerk



Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-__

TODD HARMS
Fire Chief

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

RESOLUTION ADOPTING A BUDGET AMENDMENT
TO THE FINAL BUDGET FOR THE GRANTS FUND 212G
FOR THE FISCAL YEAR 2020/21

WHEREAS, the Sacramento Metropolitan Fire District (District) has accepted a FY2019 AFG Fire Prevention & Safety Grant in the amount of \$261,518; and

WHEREAS, on September 10, 2020, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2020/21, which did not include this funding.

THEREFORE, BE IT RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2020/21 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2020/21 INCREASE (DECREASE)
10111000	212G	2126000	2126000000	SALARIES AND BENEFITS	\$ 2,548
20208500	212G	2126000	2126000000	SUPPLIES	\$ 230
20259100	212G	2126000	2126000000	OTHER SERVICES	\$258,740
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	\$249,065
59599100	212G	2126000	2126000000	OPERATING TRANS IN (212A)	\$ 12,453

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 24th day of September, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attested by:

Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: September 24, 2020
TO: Board of Directors
SUBJECT: Ten Year Sacramento Regional Radio Communications System Licensing Agreement

TOPIC

Board authorization for the Fire Chief to renew Metro Fire's Primary User Licensing Agreement with the Sacramento Regional Radio Communications System (SRRCS).

DISCUSSION

Metro Fire is a Primary User on the Sacramento Regional Radio Communications Systems through a Licensing Agreement for 800 MHz radio communications. Access to the radio system enables Metro Fire personnel to communicate with each other and with Fire Dispatch during emergency incidents. The current Agreement was set to expire on July 1st 2020. On June 11th, 2020, the board approved an amendment to the radio agreement to extend the terms and conditions of the original agreement through October 1st 2020. On September 10th 2020, the board approved a second amendment to further extend the agreement through December 1st 2020 while language and terms for the new agreement were finalized.

The new Radio Licensing Agreement, attached as Appendix A, is now complete and ready for approval. Modifications and updates to the agreement have been made with feedback from SRRCS subscribing agencies, including Metro Fire and Metro Fire Legal Counsel. The new agreement will allow Metro Fire to remain a SRRCS Primary User without a disruption to radio communications through July 1st, 2030. Continued access to the Radio System is critical for crew safety and Operational Response/Readiness.

FISCAL IMPACT

Metro Fire would continue to pay annual radio subscription fees to SRRCS based upon the formula in Section 8 of the new agreement. Fiscal Year 2021 subscription fees are \$330 per radio or \$212,850 total. Fees are projected to increase by 2-5% each year through 2025.

RECOMMENDATION

Staff recommends the Board approve the Fire Chief or designee to renew Metro Fire's Primary User Licensing Agreement with the Sacramento Regional Radio Communications System (SRRCS) as outlined in this report.

Submitted by:


Steve Jordan
Communications Manager

Approved by:


Brian Shannon
Deputy Chief, Support Services

APPENDIX A

**SACRAMENTO REGIONAL
RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of July, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **SACRAMENTO METROPOLITAN FIRE DISTRICT** (hereinafter referred to as "Agency") which are collectively referred to as the "parties."

RECITALS

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the *insert name of agency* desires to contract with the County of Sacramento for a license for use of the backbone communications system.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. **AGREEMENT** is defined as this Sacramento Regional Radio Communications System Licensing Agreement.
- B. **ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE** is defined as the annual fee necessary to recover the direct costs incurred by the County of

Sacramento for maintenance and operation of the Backbone and shall include, but not be limited to, the following:

- 1) Labor rates for County of Sacramento personnel assigned to work on or administer the Backbone. These rates will be the same as those charged by the County of Sacramento Department of Technology to County of Sacramento Departments for the same labor classes. These rates will be monitored and periodically adjusted by the Chief Information Officer as needed to minimize the variance between applied and actual costs. This rate structure is currently subject to federal and state audits for purposes of assuring compliance with grant and funding regulations.
- 2) Costs of all labor, materials, and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades, or replacements.
- 3) All-Risk Property insurance costs, including reserves for deductibles, for the Backbone.
- 4) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting practices, including any legal fees incurred by SRRCS as a result of any action brought against SRRCS and/or any of the Participants relating to services provided by SRRCS.

C. BACKBONE is defined as:

- 1) All trunk repeater site equipment including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital signal for use by the dispatch center.

D. DEMARK POINT is defined as a location, a point, or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.

- E. CHIEF INFORMATION OFFICER of the County of Sacramento is defined as the Director, Department of Technology or Director of another County of Sacramento Department to the extent either has been assigned oversight of the Sacramento Regional Radio Communications System by the Board of Supervisors.
- F. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- G. FCC is defined as the Federal Communications Commission of the United States.
- H. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Sacramento and is issued a license to use the Backbone by the County of Sacramento. The current Participants are listed in Attachment 2.
- I. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- J. RADIO is defined as any mobile, portable, control station or base station radio. Although Radios purchased and used solely as maintenance spares are considered as Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios), voting rights, or other apportionment under this Agreement.
- K. SCHEDULE is defined as the listing of the total number of Radios to be purchased by Agency as approved by the SMG and attached hereto as Attachment 1.
- L. SECONDARY SYSTEM USER is defined as an agency, which has received approval from the SMG to access the System on a separate revocable contract through one of the System Participants.
- M. SMG is defined as the Sacramento Regional Radio Communications System Management Group, which is comprised as set forth in Article 4.
- N. SYSTEM is defined as the Sacramento Regional Radio Communications System.
- O. SYSTEM MANAGER is defined as the Chief Information Officer.
- P. TAC is defined as the Sacramento Regional Radio Communications System Technical Advisory Committee, which is comprised as set forth in Article 4.
- Q. SYSTEM BUY-IN FEE is defined as the non-refundable total amount to be paid to the County of Sacramento in a lump sum for participation in (non-refundable) the System.

R. VENDOR is defined as the company selected by County of Sacramento to design and supply the System.

2. LICENSE - TERM OF AGREEMENT

During the term of this Agreement and so long as AGENCY is not in significant breach of its terms and conditions, County of Sacramento grants to AGENCY a revocable non-exclusive license to use the Backbone and the System and all components thereof.

This Agreement is effective as of the day and year first hereinabove appearing and shall continue thereafter from year to year until July 1, 2030, unless terminated pursuant to Article 3, 16, or 17.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants.

If no major capital investment is required to operate the Backbone, then AGENCY and the other Participants shall only be required to pay the County of Sacramento their *pro rata* share of the County of Sacramento's Annual Backbone Maintenance and Operation Fee, based upon the formula set forth in Article 8.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its *pro rata* share thereof based upon the formula set forth in Article 8, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

3. MAJOR CAPITAL INVESTMENT

The determination whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the SMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the determination shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the determination.

If major capital investment is required to operate the Backbone to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other Participants to address the terms for financing of the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an investment, the County of Sacramento shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

4. SMG AND TAC - CREATION, ORGANIZATION, AND AUTHORITY

A. SMG

- 1) The voting membership of the SMG shall have one member appointed by each Participant.

Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the Chief Information Officer, or the successor thereto, who shall act as Secretary to the SMG. Each Participant shall appoint such auxiliary non-voting members to the SMG as it deems appropriate.

These members shall have full rights to participate in all SMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide an SMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing or by Email the Chief Information Officer or his designated representative of all such appointments and of the termination or expiration thereof.

- 2). The SMG shall meet on a periodic basis and when requested by the Chief Information Officer or a voting SMG member, but such frequency shall be not less than semi-annually, at a time and place designated by the SMG Chair who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the SMG shall constitute a quorum thereof.

A majority of the voting power of the full SMG shall be required to act, except for expenditure of reserve funds for essential modifications, which requires a two-thirds vote. Each voting member of the SMG shall have one

vote for each Radio, which is part of the System and is owned or controlled by his or her agency. The radio count will be determined by the annual snapshot conducted in January by the County of Sacramento for annual billing purposes.

- 3) The SMG shall have the authority to:
 - a) Elect officers and conduct meetings. The Chair of the SMG shall be elected from among the membership of the SMG for a term of two years. The term will begin on July 1. The Chair may serve additional terms if nominated and elected.
 - b) Advise the Chief Information Officer as to all matters relative to the construction, expansion, operation, and management of the System.
 - c) Approve new Participants and Secondary/Paid Secondary System Users of the System. The County of Sacramento may not allow additional Secondary System Users, nor enter into Agreements with new Participants, without the consent of the SMG. If a new user is a Participant, the SMG shall determine the appropriate fee structure for the Backbone pursuant to Article 12.
- The Annual Backbone Maintenance and Operation Fee on account of a Paid Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the SMG may specify a usage level for the Paid Secondary System User and may reduce its fees by factors, which the SMG considers appropriate, which factors need not be the same for both Fees.
- d) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 16 ("terminating party"). In making such determination the SMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed. No credits will be paid for previously paid Buy-in Fee to terminating party.

- e) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the SMG.
- f) Establish procedures for, consider, and, to the extent possible, resolve all disputes between the parties or any of the Participants.
- g) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be one member appointed by each Participant.

Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the System funding.

- 2) The TAC shall meet on a periodic basis and when requested by a TAC member, the SMG or the Chief Information Officer, but such frequency shall be not less than semi-annually, at a time and place designated by the chairperson of the TAC.
- 3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the SMG or Chief Information Officer for review and policy direction.

5. DESIGN OF THE BACKBONE

The County of Sacramento shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level, which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. The initial level of operation was essentially determined with input and advice from the SMG and the TAC. The continuing enhancements shall be determined by the Chief Information Officer with input and advice from the SMG and the TAC.

6. OWNERSHIP OF BACKBONE

County of Sacramento shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

7. MAINTENANCE AND OPERATION OF BACKBONE

County of Sacramento shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 8 hereof. County of Sacramento shall devote as much staff time as it deems necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

8. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE

AGENCY shall pay the County of Sacramento an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement to be calculated as follows:

$$g \times \frac{c}{d} = \text{Annual Backbone Maintenance and Operation Fee}$$

Where:

c = The total number of radios owned and operated by AGENCY as of January 1st of each year or the number of radios AGENCY intends to operate on execution of this agreement whichever is greater.

d = The total number of Radios owned and operated by all Participants as of January 1st of each year

g = Total annual County of Sacramento Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.

The County of Sacramento shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee on or about May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

INITIAL PAYMENT The initial payment of the Annual Backbone Maintenance and Operation Fee payment shall be pro-rated for the first year of participation in the system. The formula for fee calculation for the initial payment shall be calculated as follows:

(Annual Backbone Maintenance and Operations Fee per radio for fiscal year Agency executes the agreement) X (days until June 30) / 365.

Significant Increase in Radio Count During the Year: If AGENCY adds 10%, or more, additional radios during the fiscal year the County of Sacramento may send AGENCY a supplemental invoice which shall be payable on receipt.

9. PURCHASE OF END USER EQUIPMENT

County of Sacramento agrees that AGENCY may purchase its End User Equipment directly from an equipment vendor, using County of Sacramento contracts if available. The parties acknowledge that all warranties for such equipment are only enforceable against the vendor and County of Sacramento makes no express or implied warranty for End User Equipment.

10. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY may purchase End User Equipment for Secondary System Users (or may authorize such Secondary System User to purchase directly pursuant to the terms of the County of Sacramento's contracts) if available for use within the System provided:

- A. The Secondary System User agrees in writing that it will comply with all applicable terms and conditions of this Agreement, all applicable regulatory requirements, and all rules, regulations, and policies pertaining to System usage.
- B. AGENCY shall be responsible to County of Sacramento for payment of all amounts due to County of Sacramento as a result of the purchase and use of such equipment.

Any Secondary System User shall enter into a written agreement with the Participant through whom its System usage is derived in the form provided by the County of Sacramento. Such agreement shall be subject to all terms and conditions developed by the SMG. If applicable, the agreement shall provide for the Annual Backbone Maintenance and Operation Fee to be paid on account of a Secondary System User in accordance with the determination of the SMG. Such Fees shall be paid to the County of Sacramento by the Participant through whom the System usage is derived.

The proposed agreement between the Participant and Secondary User shall be submitted to the TAC for review unless waived by TAC or SMG. If submitted to TAC for review, TAC may provide a recommendation to the SMG. The SMG must approve all agreements for Secondary System Users.

In the event the Secondary System User ceases participation in the System, the Radios used by it may be taken out of operation, in which case both Fees will cease at the end of the then current fiscal year, or may be continued in usage by the Participant, in which case the Fees will be charged to the Participant on the same basis as all other Radios owned by the Participant.

11. OPERATION OF RADIOS

The County of Sacramento shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the SMG or the System Manager.

12. SYSTEM OPERATIONS

County of Sacramento and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under the jurisdiction of the Chief Information Officer. The Chief Information Officer shall be responsible for administration of this Agreement and the System. The SMG shall advise the Chief Information Officer in accordance with Article 4. In the event the Chief Information Officer reports to County of Sacramento's Board of Supervisors and any recommendation therein is contrary to advice rendered by the SMG, the Chief Information Officer shall state to the Board of Supervisors the position of the SMG. The Chief Information Officer shall inform the SMG of the date and time of the Board Report to give the SMG representative an opportunity to present the position of the SMG. The SMG representative shall be selected from those members of the SMG representing the majority opinion. Technical operation decisions shall be subject to the advice of the TAC with the approval of the SMG.

The Chief Information Officer, with the advice and consent of the SMG, may make rules, regulations and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

The Chief Information Officer shall issue annually to all Participants a financial statement showing the financial condition of the System. Such statement need not be reviewed by an independent accountant unless the SMG so directs and approves the necessary expenditure. An annual proposed budget shall be prepared and distributed to all Participants and the SMG at least 30 days prior to its final adoption.

The County of Sacramento may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the SMG.

The County of Sacramento may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this

Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Buy-In Fee that recognizes the contributions of the participating agencies in the development of the radio system. The Buy-In Fee shall be in an amount recommended to the Chief Information Officer by the SMG.

Any such contract shall be first approved by the SMG as to availability of capacity. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the SMG.

AGENCY shall pay the Buy-In Fee in the amount and in the manner described in Attachment 1; or, as an alternative to the Buy-In Fee, AGENCY may substitute compensation in the form and amount as described in Attachment 1.

13. FREQUENCY ALLOCATION

The County of Sacramento and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the SMG, may apply to the FCC for a license and shall pay all applicable fees.

Several of the Participants have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County of Sacramento and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

14. PUBLIC SAFETY PRIORITY

The County of Sacramento and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

15. RADIO SYSTEM COVERAGE

The County of Sacramento makes no warranty or guarantee of any kind whatsoever including but not limited to indoor and outdoor radio coverage. The County of Sacramento has no role in resolution of indoor radio coverage issues/complaints in any type of buildings or structures. Indoor radio coverage and solutions either by BDA's or DAS systems are governed by the local Fire Marshall and the local Fire codes and ordinances.

Outdoor radio coverage issues/complaints will be reviewed by the County of Sacramento. The County of Sacramento will make a determination if the problem is being caused by interference/equipment malfunction or by inadequate system coverage in that area. If interference is found, the County of Sacramento will attempt to intervene with the responsible parties to eliminate the source of interference to the extent determined

appropriate by the County of Sacramento. SRRCS will attempt to repair all Backbone malfunctions in a timely manner.

Upon receiving a complaint of outdoor coverage problems and at the request of a Participant, if outdoor radio coverage problems are due to inadequate radio Delivered Audio Quality (DAQ) of 3.4, and cannot be resolved without new construction of radio facilities, The County of Sacramento will request a meeting with the SMG to inform them of the findings and discuss a solution to fund any new construction to resolve the issues, if possible to the extent determined appropriate by the County of Sacramento.

16. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this Agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the SMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee on a prorated basis for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period, and will require a new licensing agreement.

17. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure.

Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion.

If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation, which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County of Sacramento did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by either party, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by either party, the other party shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

18. REMEDIES OF COUNTY OF SACRAMENTO UPON TERMINATION OR BREACH

- 1) In the event of termination by AGENCY of participation for convenience, County of Sacramento shall continue to bill AGENCY for all radios that continue to operate on the Backbone, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- 2) In the event of the failure of AGENCY to make any payment required herein when due, County of Sacramento may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County of Sacramento may bring an action, or actions, from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County of Sacramento from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- 3) If AGENCY has terminated participation in accordance with Article 16, the County of Sacramento shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement, which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.
- 4) If this Agreement is terminated for any reason, there shall be no refund to AGENCY of any Buy-in Fee paid by AGENCY.

19. INDEMNIFICATION

To the extent permitted by law, each party hereto agrees to defend, indemnify, protect, save and keep harmless the other party and its respective governing board, directors, officers, employees, authorized agents and volunteers, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss

or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its governing board, directors, officers, authorized agents and volunteers, or employees in its or their performance hereunder; or;

(ii) violation by the indemnifying party or any of its governing board, directors, Officers, authorized agents and volunteers, or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.

It is the intent of the parties that, where the negligent or intentional acts or omissions of the parties, their respective boards, directors, officers, authorized agents and volunteers, or employees are determined to have been contributory, the principals of comparative negligence as applied and followed and each party shall bear the proportionate cost attributable to its own negligent or intentional acts or omissions.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

County of Sacramento's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

20. INSURANCE or SELF-INSURANCE

Each party (COUNTY & AGENCY), at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability and workers compensation adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County of Sacramento or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County of Sacramento will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County of Sacramento and any Participant for the benefit of a Participant shall first be approved by the SMG and shall be offered to all other Participants.

22. ASSIGNMENT - SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or person. (remove comma)

23. MAINTENANCE OF RECORDS

The County of Sacramento shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. The County of Sacramento shall also maintain for a period of three years the financial information and data used by County of Sacramento in the preparation or support of the proposed or actual costs under the Agreement.

24. AUDIT

The County of Sacramento agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. The County of Sacramento shall have the right to inspect and audit at any reasonable time the books, records and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

25. NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be written and given by delivery service company, personal service or by regular U.S. mail addressed as follows:

TO AGENCY: NAME AND ADDRESS OF AGENCY

TO COUNTY OF SACRAMENTO:

SRRCS System Manager
Department of Technology
County of Sacramento
799 G Street
Sacramento CA 95814

Notice shall be effective upon receipt if personally served or delivered by delivery service company, and three days after mailing if served by regular mail. Any party who desires to change its address for notice may do so by giving notice as set forth herein.

26. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento County, California.

27. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

28. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same

instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic or digital signature and will be binding on each party as if it were physically executed.

30. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

31. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

32. SURVIVORSHIP

Any responsibility for insurance or indemnity with respect to services provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

33. MEDIATION

In the event of a dispute between the parties arising under the terms of this Agreement, the parties shall submit their dispute to the SMG for review prior to initiating any legal proceedings. The SMG shall hold a hearing at which each party shall be entitled to present its case. The determination of the SMG regarding the merits of the claim and its proposed resolution shall be non-binding. Each party shall be responsible for their own costs of mediation.

34. ARBITRATION

If, at any time, there occurs a controversy or dispute regarding the rights, duties and obligations of the parties concerning any provision set forth in this entire Agreement, excluding a dispute over the payment of money due under Article 18 (2), such controversy or dispute if not resolved by non-binding dispute resolution shall be conclusively determined by arbitration as follows:

- A. Within 10 days after notice by any party to the other requesting arbitration, one arbitrator shall be appointed for each party by that party. Notice of such appointment when made shall be given by that party to the other.

- B. The two arbitrators shall forthwith choose a third arbitrator after appointment of the second to act with them. If either party fails to appoint an arbitrator or if the two arbitrators shall fail to choose a third arbitrator within twenty (20) days of the appointment of the second, upon application of either party, an arbitrator or the third arbitrator shall then be promptly appointed by the then presiding judge of the Superior court of the State of California in and for the County of Sacramento acting in his or her individual capacity.
- C. Except as provided herein to the contrary, the arbitration shall be in conformity with and subject to sections 1280 through 1294.4 of the Code of Civil Procedure of California.
- D. The arbitrators shall conduct hearings in the City of Sacramento, State of California. The arbitrators shall proceed with due dispatch and shall, if reasonably possible, make a decision within sixty days after the appointment of third arbitrator. The decision of any two of three arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties in such form that a judgment may be entered in any court of the State of California having jurisdiction thereof.
- E. Each party shall pay all costs of the arbitrator appointed by that party. All other costs of the arbitration shall be shared equally.

The arbitrators appointed pursuant to this provision shall be independent and knowledgeable in radio communication matters as well as the subject matter of the dispute or controversy. It is agreed that the decision of the arbitrators may include equitable remedies, as the arbitrators may deem appropriate. In the event of emergency or other circumstances, which require a decision of the arbitrators sooner than the above timetable will permit, the arbitrators shall meet and confer immediately upon appointment and establish a timetable to complete the arbitration and render a decision on a timely basis as required by the circumstances

35. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

36. INTEGRATION

This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

37. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the SMG. All amendments must be written and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

AGENCY

By: _____
Chief Information Officer

By: _____
Title of person signing

Approved as to Form

Approved as to Form

By: _____
Supervising Deputy County Counsel

By: _____
Legal Counsel

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 1

Schedule of Intended Radio Acquisitions

APPLICANT AGENCY: NAME

Number of Operational Radios:

Buy-In Fee: # radios x \$rate per radio = \$fee

Rate per radio effective for date is \$x

Pro-rated Annual Backbone Maintenance and Operations Fee and Fee for Enhancements shall be based on the following:

Per radio fee for FY = \$
Effective (*insert start date*) Pro-rated rate is \$XX.XX

All Fees are payable within 30 days of execution of this Agreement.

AGREEMENT/Metro Fire

September 24th, 2020

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 2

Current SRRCS Participants

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
California Department of Corrections and Rehabilitation
California Department of Transportation (Caltrans)
City of Davis including Davis Police and Fire
City of Citrus Heights including the Police and other City departments
City of Folsom including the Police and other City departments
City of Elk Grove including the Police and other City departments
City of Galt including the Police and other City departments
City of Rancho Cordova including other City departments
City of Sacramento including the Police, Fire, and other City departments
City of West Sacramento including the Police, Fire, and other City departments
County of Sacramento including the Sacramento Sheriff's Department, the Department of Airports, the Coroner, the District Attorney, and other County departments
Elk Grove Unified School District
Elk Grove Water Service
Fulton-El Camino Park District Police Department
Los Rios Community College District
Sacramento Regional Fire/EMS Communications Center including Cosumnes River
Community Services District Fire Department, Courtland Fire Protection District, Folsom Fire Department, Herald Fire Protection District, Sacramento City Fire Department, Sacramento Metropolitan Fire District, Walnut Grove Fire Protection District, Wilton Fire Protection District, and the hospital's within the regional area
Rancho Murieta Community Services District
Sacramento Regional Transit District
Sacramento Transportation Authority
Twin Rivers Unified School District Police Services
UC Davis including Police, Fire Campus and Hospital
Washington Unified School District

ATTACHMENT 3

TalkGroup Etiquette

Primary Point of Contact	Secondary Point of Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Office Telephone:	Office Telephone:
Cell Phone:	Cell Phone:
Email:	Email:

We, _____ agree to the following terms as primary members of SRRCS:
Agency Name

- The Emergency button on our radios will be disabled unless the Agency has their own dispatch center or are specifically contracted by a dispatch center to operate on their talkgroup and use the Emergency button. In the future, if our Agency's needs change regarding the emergency button, we will bring the matter to TAC for discussion and coordination. All Secondary User requests to activate the emergency buttons on their radios must be approved by the SMG.
- We will primarily and routinely utilize only our assigned talkgroups.
- The non-emergency use of another agency's talkgroup requires a pre-arranged operational plan or contract with the talkgroup's owner.
- The points of contact above are knowledgeable; and have the means to immediately resolve issues pertaining to using the SRRCS radio system.
- We will provide training to all of our staff utilizing the SRRCS radio system regarding proper talkgroup protocols as outlined herein, and any changes hereto.
- Our agency understands and agrees to notify, when possible, the appropriate SRRCS dispatch center prior to conducting operations in their area that may have a potential of requiring emergency support.
- Our agency understands and agrees to respond to dispatcher inquiries regarding "Accidental Key-ups". The appropriate response to these inquiries will be similar to "our agency's name XXX accidental".
- In the case of life-threatening events, i.e. "shots fired", "one at gun-point", "physical", etc., we understand, and agree that SRRCS dispatchers may not be aware of our location, and they will require our staff to include any additional information needed to provide them with assistance.