



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

Cynthia Saylors  
Board President  
Division 1

D'Elman Clark  
Board Vice President  
Division 6

Walt White  
Board Secretary  
Division 9

Grant Goold  
Board Member  
Division 2

Randy Orzalli  
Board Member  
Division 3

Ted Wood  
Board Member  
Division 4

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

## BOARD OF DIRECTORS - REGULAR MEETING

**Thursday, October 27, 2022 – 6:00 PM**

**Sacramento Metropolitan Fire District**

**10545 Armstrong Avenue  
Board Room – Second Floor  
Mather, California**

**&**

**Remotely Via Zoom  
Phone: (669) 900-6833  
Webinar ID: 826 4635 7380#  
Passcode: 785 863 730#**

*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. Per the State of Emergency effective March 2, 2020, the Board of Directors of the Sacramento Metropolitan Fire District proclaimed that a local emergency exists, and authorized remote teleconference meetings from October 13, 2022 through November 11, 2022 pursuant to Brown Act provisions.

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. If you would like to view the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.

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

Melissa Penilla  
Board Clerk  
(916) 859-4305  
[penilla.melissa@metrofire.ca.gov](mailto:penilla.melissa@metrofire.ca.gov)

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



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 27, 2022

## CALL TO ORDER

## ROLL CALL

## PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, October 30<sup>th</sup> at 12:00 noon and Monday, October 31<sup>st</sup> at 6:00pm on Channel 14; Webcast at [metro14live.saccounty.net](http://metro14live.saccounty.net).

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

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

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

## CONSENT ITEMS

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

## CONSENT ITEMS

Page No.

### 1. Action Summary Minutes

**5**

**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of October 13, 2022.

### 2. Surplus Vehicle Designation

**11**

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

## Presentation Item

### 1. Letter of Commendation – June 24, 2022 Incident (Deputy Chief Mitchell)

**\***

Sacramento Metro Fire Captain Shawn Lemon, 42C  
Sacramento Metro Firefighter Tucker Hodge, 42C  
Sacramento Sheriff's Sergeant Devin Card  
Sacramento Sheriff's Deputy Codi Lopez  
Sacramento Sheriff's Deputy Ambar Vicente-Rivas  
Sacramento Sheriff's Deputy Remar Pasalo  
Sacramento Sheriff's Deputy Christopher Guerra  
Sacramento Sheriff's Deputy Shea Lukes  
Sacramento Sheriff's Deputy Daniel Duran  
Sacramento Sheriff's Deputy Jesus Oliver

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



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 27, 2022

## ACTION ITEMS

- |   |    |
|---|----|
| 1. Notice of Award - RFP 22-04 Fire Station Architecture and Engineering Services ( <i>Erin Castleberry, Administrative Analyst</i> )   | 14 |
| Recommendation: Adopt a resolution and authorize the Fire Chief to execute and administer an agreement materially similar to the draft attached with the highest ranked proposer or second highest ranked proposer, should an agreement not be reached with the former. |    |

## REPORTS

1. PRESIDENT'S REPORT—(*President Saylors*)
2. FIRE CHIEF'S REPORT—(*Fire Chief Harms*)  
OPERATIONS' REPORT – (*Deputy Chief Mitchell*)
3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (BC Matt Cole, Local 522 Vice President)
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 Saylors*)  
Next Meeting: November 4, 2022 at TBD
  - B. Communications Center JPA – (*DC Wagaman*)  
Next Meeting: November 8, 2022 at 9:00 AM
  - C. Finance and Audit Committee – (*Director Orzalli*)  
Report Out: October 27, 2022 at 5:00 PM  
Next Meeting: TBD
  - D. Policy Committee – (*Director Goold*)  
Next Meeting: November 10, 2022 at 5:30 PM

## BOARD MEMBER QUESTIONS AND COMMENTS

## CLOSED SESSION

1. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers Compensation Settlement Authority.
  - A. Daniel Faulkner and the Sacramento Metropolitan Fire District  
Claim # SMDK - 549816 – Workers' Compensation Settlement Authority – Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP
2. Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Workers Compensation Compromise and Release.
  - A. David Burnett and the Sacramento Metropolitan Fire District  
Claim # SMDS - 550455 – Workers' Compensation Settlement Authority – Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 27, 2022

- B. Edwin Crawford Jr. and the Sacramento Metropolitan Fire District  
Claim # 4A21108220F-0001 – Workers' Compensation Settlement Authority –  
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP
3. CONFERENCE WITH LEGAL COUNSEL – ANTIPLICATED LITIGATION –  
Significant Exposure to litigation pursuant to California Government Code  
Section 54956.9 (b): One case
- A. Claim Against Public Entity Pursuant to Government Code Section 910  
Jaysa Harrison v. Sacramento Metropolitan Fire District  
Deputy Chief Bailey

### CLOSED SESSION REPORT OUT

### 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*

- Regular Board Meeting – November 10, 2022 at 6:00 PM

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

#### ANTICIPATED AGENDA ITEMS: TBD

Posted on October 24, 2022

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.



# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, October 13, 2022

Held at the following locations:

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

#### CALL TO ORDER

The meeting was called to order at 6:01pm by President Saylor. Board members present in person: Clark, Goold, Jones, Saylor, and Wood. Board members present virtually via Zoom: Sheetz, and White. Board members absent: Orzalli and Rice. Staff present: Chief Harms, General Counsel Lavra, and Board Clerk Penilla.

#### PUBLIC COMMENT - None

#### CONSENT ITEMS

**Action:** Moved by Goold, seconded by Clark, and carried unanimously by members present to adopt the consent calendar as follows:

1. **Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of September 22, 2022.  
**Action:** Approved the Action Summary Minutes.
2. **Authority to Reenter Voluntary Rate Range Program (VRRP) – Intergovernmental Transfer (IGT) Program from January 1, 2021 through December 31, 2021**  
**Recommendation:** Adopt a resolution reauthorizing the Fire Chief to enter into necessary agreements with DHCS to participate in the VRRP IGT covering the period of January 1, 2021 through December 31, 2021.  
**Action:** Adopted Resolution No. 2022-079.
3. **Parking Lot Lease – 7629 Greenback Lane**  
**Recommendation:** Authorize the Fire Chief or his designee to execute the lease agreement for 7629 Greenback Lane.  
**Action:** Authorized the Fire Chief to execute the agreement.
4. **FY2019 Fire Prevention and Safety Grant – Award Amendment Approval**  
**Recommendation:** Adopt a resolution authorizing the Final Budget amendment to the Grants Fund 212G.  
**Action:** Adopted Resolution No. 2022-080.
5. **FY2020 State Homeland Security Grant – Award Amendment Approval**  
**Recommendation:** Adopt a SHSGP20 Grant Amendment Resolution and corresponding budget amendment resolutions.  
**Action:** Adopted Resolution Nos. 2022-081 through 2022-083.

**6. Budget Amendment – Phase 2 Station Access Control Project Change Order**

**Recommendation:** Adopt the budget amendment resolutions for Phase 2 station access control project change order.

**Action:** Adopted Resolution Nos. 2022-084 through 2022-085.

**ACTION ITEMS**

**1. ImageTrend Contract Renewal & Test Site Implementation (*Deputy Chief Mitchell*)**

**Recommendation:** Approve the ImageTrend contract renewal for three years.

**Action:** Moved by Goold, seconded by Wood, and carried unanimously by members present to approve the Imagetrend contract.

**2. Ratification of Resolution to Extend Teleconference of Board Meetings**

**(Government Code 54953(e) (3)) (*President Saylor*)**

**Recommendation:** Consider adopting a Resolution which would extend the ability to teleconference without compliance of Government Code paragraph (3) of subdivision (b) of section 54953 from October 13, 2022 – November 11, 2022 or until further re-ratified.

**Action:** Moved by Jones, seconded by Clark, and carried unanimously by members present to adopt Resolution No. 2022-086.

**3. Industrial Disability Retirement – Brian L. Currie**

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Captain Currie has suffered job related injuries and is eligible for an Industrial Disability Retirement.

**Action:** Moved by Wood, seconded by Jones, and carried (Aye: Clark, Goold, Jones, Saylor, Sheetz, Wood; Absent: Orzalli, Rice, and White) to adopt Resolution No. 2022-087.

**4. Industrial Disability Retirement – Richard F. Turner**

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Richard Turner has suffered job related injuries and is eligible for an Industrial Disability Retirement.

**Action:** Moved by Wood, seconded by Clark, and carried (Aye: Clark, Goold, Jones, Saylor, Sheetz, Wood; Absent: Orzalli, Rice, and White) to adopt Resolution No. 2022-088.

**REPORTS**

**1. PRESIDENT'S REPORT—(*President Saylor*)**

President Saylor shared the Cancer Awareness Engine will be at Headquarters for the next Board Meeting on October 27<sup>th</sup> at 5:30pm. She invited those attending in-person to join between the Finance and Audit Committee and Regular Board Meeting.

Director Rice joined at 6:10pm.

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

**New Hire**

Welcome to Allisyn Mayhew who was hired as a Community Relations Specialist in Community Services Division effective October 10, 2022. She was previously with Fox news and brings a great deal of knowledge in public relations.

## **Retirement**

Congratulations to Engineer Doug Boan on his retirement on October 7, 2022.

Congratulations to EMS System Technician Marcy Mateo on her retirement on October 10, 2022.

## **Meetings/Conferences**

9/19-9/23 NFPA Urban Fire Forum: Ambulance Patient Offload Time (APOT). There has been much attention given to what we have done in California, and the presentations discussed that progress.

9/26, Sac Fire / Metro Fire: Fire Chiefs and DCs Meeting – Met with new Fire Chief Costamagna, and President Saylor and I attended his swearing-in ceremony. Congratulations to him and it was great meeting with him and his team and continuing those meetings.

9/28, Labor Management Collaboration Meeting (LMCM) – Had our monthly meeting where we discussed about ten items and a number of carry-over that was cleared off.

9/30, 22nd Annual Public Safety & Community Appreciation Luncheon where the topic was: raising awareness on fentanyl related deaths. There was much discussion of changing that from a fentanyl overdose to a fentanyl poisoning. Director Walt White was a member of the panel representing law enforcement, first responders and family members who discussed the importance of narcan and the importance of reversing the poisoning.

Participated in meetings with Rancho Cordova, where we continued to discuss fentanyl and the affect in our community, and had lunch with the Citrus Heights Police Chief. During the Rancho Cordova 2X2 we talked about the City Manager announcing his retirement, so it was great to wish him well.

## **OPERATIONS' REPORT**

We have run 6,089 total incidents since our last report on September 22, 2022; an average of 290 calls per day. 188 fire incidents were responded to, average of 9 calls per day.

On Tuesday 10/11, 8 Metro Members were in attendance at the Mercy San Juan EMS Run Review. This is an educational opportunity for Pre-Hospital and Hospital care providers to review specific incidents that occurred recently and that offer an educational competent or lessons learned. Several cases were reviewed, allowing our members to get a better understanding of the Hospital and our members can work more efficiently together during the radio report and pass over to the ED staff. M23 and 6 members from Academy Class 22-1 attended. The annual holiday run review will take place on December 14<sup>th</sup>.

On October 1<sup>st</sup> and in coordination with the Staffing Team and Labor, we started a new callback staffing procedure to assist in daily staffing management. Although it is very early on and there are other factors to consider, we have seen a significant decrease in mandatory callbacks this month. However, we will need to gather more information over a longer period of time before making a final determination on the effectiveness of the procedure.

On October 8<sup>th</sup>, at 0500, E24 and AMR801 were dispatched for a possible overdose. Enroute, Fire Dispatch updated that there were 3 patients on scene, two of them unresponsive with chest compressions being performed by bystanders. E24 added S24, M109, and M23 to the incident

as well. On scene, crews managed three patients suffering from effects of a possible fentanyl overdose. E24 company officer, Captain Stephen Perry, managed what would be described as a chaotic scene, with three separate critical patients. E24 and S24's crew maintained care of the two patients under CPR, and assisted with treatment enroute to the hospital. Great job by all the members involved for maintaining composure, professionalism and high levels of patient care during a difficult incident.

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

Matt Cole, Local 522 Vice President congratulated Marcie and Doug on their retirements they will be missed, and welcomes Allisyn.

They have had multiple service delivery meetings with several items discussed including deployment, how to increase services, and an added first responder on Squad 24 and impact they had. He confirmed the labor management meeting was productive and discussed benefits for members, community, and the organization. Negotiations have been productive, the Board will hear more about that in closed session. So far, the call back changes are seeing positive results. Wishes everyone the best of luck to those taking the engineer test this week. After this engineer test they hope to have the rank fully staffed, which will be the first time in a long time.

VP Cole attended a few events, including the star six golf tournament and legends of golf tournament to benefit the United Way. He also attended District Attorney Shubert's annual luncheon. It was an important discussion for our community and he urges everyone to visit onepillcankillsac.com and watch the various videos.

He confirmed the honor guard will post colors for the November Meeting, and do a presentation showing what they do for the community.

### **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 Saylors)**

Next Meeting: TBD

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

Report Out: October 11, 2022 at 9:00 AM

DC Wagaman reported that the new part-time medical director has started, and looks to support dispatchers. During their last meeting they addressed four items: Kaiser premiums increase of 6%, an org chart update, job description for executive assistant, and an update to the strategic plan.

Next Meeting: November 8, 2022 at 9:00 AM

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

Next Meeting: October 27, 2022 at TBD

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

Next Meeting: TBD

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Jones thanked senior staff for helping her get caught up from while she was traveling. She attended the Rancho Cordova 2X2, and was sad to hear the announcement of Cyrus' retirement, as he has been a huge supported of Metro Fire. She looks forward to attending the Sac County 2X2 Meeting next week.

Director Rice congratulated all, and appreciates staff's support who work behind the scenes to make everything go. As for cancer awareness month, Senate Bill 1127 is the workers compensation reform for cancer presumptive. Members do not have an easy time in the system, not at Metro Fire, but throughout the state of California. He proposes we do some work to those who receive a cancer diagnosis, get them on 48/50 time as appropriate so they can start getting better. He emphasized the importance of taking care of our members.

Director White thanked everyone at Metro Fire. He is currently in Utah with retired member Mark Van Brunt, and preparing for the 30<sup>th</sup> year of the Firefighter Combat Challenge. He appreciated Director Rice bringing up the cancer workers compensation issues, thank you for doing that.

Director Clark congratulated the retirees. He also attended the Legends Golf Tournament which benefits the food closet especially during the holiday season. He extends a special thanks to Gifford, Valenti, and Majestic for making the event successful at the barbecue.

**The board recessed to closed session at 6:37pm with Directors Rice and White absent.**

### **CLOSED SESSION**

- 1. Pursuant to California Government Code Section 54956.9 (a) – One (1) matter of Workers Compensation Compromise and Release.**

- A. Doug Dolezal and the Sacramento Metropolitan Fire District  
Claim # SMDS - 550412 – Workers Compensation Settlement Authority –  
Jessica Valenti of Lenahan, Slater, Pearse & Majernik, LLP**

**Director Rice rejoined at 6:45pm and participated in the below vote.**

**Action:** Moved by Goold, seconded by Jones, and carried unanimously by members present to give settlement authority to Metro Fire's third party administrator.

- 2. Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Industrial Disability Retirement.**

- A. Brian Currie and the Sacramento Metropolitan Fire District  
Claim # SMDQ - 550052 – Industrial Disability Retirement –  
Ty Bailey, Deputy Chief Administration  
**Action:** No action taken.**

- B. Richard Turner and the Sacramento Metropolitan Fire District  
Claim #4A22010MQ9T-0001 – Industrial Disability Retirement –  
Ty Bailey, Deputy Chief Administration  
**Action:** No action taken.**

3. **Conference with Labor Negotiator**  
**Pursuant to California Government Code Section 54957.6**
- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees

**Action:** The Board voted unanimously to approve the tentative agreement between the District and Local 522 for those represented groups.

4. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**  
**Pursuant to California Government Code Section 54957**  
Fire Chief Selection Process

Director White joined at 8:09pm during the Fire Chief Selection Process discussion.

**Action:** As authorized by the Board, General Counsel Lavra reported the Board has decided to undertake the process to appoint an Interim Fire Chief. The Board has developed a process to interview, appoint, and employment of an interim Fire Chief which will take place over the coming weeks. Anyone seeking additional information should visit the District's website.

The board reconvened to open session at 9:06 PM.

**ADJOURNMENT** - The meeting was adjourned at 9:12 PM.

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Cinthia Saylors, President

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Walt White, Secretary

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Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** October 27, 2022  
**TO:** Board of Directors  
**SUBJECT:** Surplus Vehicle Designation

## TOPIC

Request Board authorization to surplus the vehicles listed below. In addition, give Staff direction to remove the vehicles from the District's permanent vehicle inventory.

## DISCUSSION

The attached resolution recommends the removal of the following vehicles from the fleet due to maintenance costs and mechanical condition.

Dist. I.D. #	Vehicle Description	Mileage	Condition
315	1999 Seagrave Type I	146142	Poor
317	1999 Seagrave Type I	Not Available	Poor
2479	1995 West Mark Water Tender	139268	Poor
24242	2004 Ford Explorer	135459	Fair
24275	2006 Medtec Ambulance	226039	Poor
24309	2008 Ford E350 Van	66322	Fair
24331	1980 Allis-Chalmers Forklift	Not Applicable	Poor
24389	2010 Medtec Ambulance	195089	Poor
24402	2013 Leader Ambulance	248913	Fair
24403	2013 Leader Ambulance	202726	Fair

The District maintains a file of written requests for surplus equipment, and will dispose of this vehicle by donation or through a third party auction.

## FISCAL IMPACT

None

## RECOMMENDATION

Staff recommends that the Board approve the attached Resolution, designating the vehicles listed as surplus. Once approved, steps will be taken to sell or donate the vehicle as deemed appropriate by the Fire Chief.

Submitted by:

  
Shea Pursell  
Fleet Manager

Approved by:

  
Tyler Wagaman  
Deputy Chief, Support Services



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

## RESOLUTION NO. 2022-\_\_

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT WHICH DECLares SPECIFIC FLEET VEHICLES AS SURPLUS

**WHEREAS**, the Board of Directors has adopted a Fleet Vehicle Replacement Plan; and

**WHEREAS**, the District has purchased numerous vehicles from this fiscal year's budget; and

**WHEREAS**, several vehicles in the District's fleet are aged, have safety concerns, anticipated maintenance costs and/or mechanical conditions; and

**WHEREAS**, the District recognizes the cost effectiveness of removing excess apparatus and vehicles from the fleet inventory.

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

ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL	FAIR MKT VALUE	VEH NO.
	DATE	COST					
3287	01/01/99	\$ 300,000	Seagrave	1F9E028T3XCST2023	AUCTION/ DONATION	\$ 5,000	315
3289	01/01/99	\$ 300,000	Seagrave	1F9E028T9XCST2026	AUCTION/ DONATION	\$ 5,000	317
3222	01/01/95	\$ 152,606	West Mark/ Int	1HTGLAUT7SH652976	AUCTION/ DONATION	\$ 5,000	2479
3628	03/15/04	\$ 26,984	Ford Explorer	1FMZ473W24UB51176	AUCTION/ DONATION	\$ 2,500	24242
4054	08/02/07	\$ 144,358	Ford/Medtec	1FDXE45P06HA51307	AUCTION/ DONATION	\$ 2,500	24275
4080	11/06/07	\$ 20,855	Ford E-350	1FTSE34L78DA04759	AUCTION/ DONATION	\$ 3,000	24309
3077	01/01/80	\$ 8,915	Forklift	114552	AUCTION/ DONATION	\$ 0	24331
4298	07/27/11	\$ 134,395	Chevy Medic	1GB9G5B66A1133296	AUCTION/ DONATION	\$ 2,500	24389
4561	07/29/13	\$ 101,220	Mercedes Medic	WD3PE7CC8D5789970	AUCTION/ DONATION	\$ 2,500	24402
4562	07/29/13	\$ 101,718	Mercèdes Medic	WD3PE7CC8D5790309	AUCTION/ DONATION	\$ 2,500	24403

PASSED AND APPROVED this 27<sup>th</sup> day of October, 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested:

By: \_\_\_\_\_  
Clerk of the Board



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

**DATE:** October 27, 2022  
**TO:** Board of Directors  
**SUBJECT:** Notice of Award – RFP 22-04 Fire Station Architecture and Engineering Services

## BACKGROUND

In 2004, the District purchased property located 8101 Bradshaw Road in Sacramento as the intended site of a future fire station. Development and population in the area, combined with increasing call volume for nearby stations has triggered the need to move forward at this time with the design and construction of a new fire station at the site.

## DISCUSSION

Staff issued Request for Proposal (RFP) 22-04 Fire Station Architecture and Engineering Services on September 6, 2022 to the five (5) firms included on the District's existing Architecture and Engineering Services Multiple Award Schedule. A public proposal opening was conducted on September 27, 2022 and two (2) proposals were received in response to the RFP. The Evaluation Committee reviewed and scored the proposals based on the following criteria: proposed work plan and demonstrated understanding of the District's need; relevant past performance; experience and qualifications of the proposed project team; proposed cost and anticipated value brought to the District; and conformance to the submittal requirements. Final weighted scores for the proposals are as follows:

COAR Design Group (Score: 82.5)

LCA Architects (Score: 76.17)

## FISCAL IMPACT

The proposed cost for the design contract is \$999,635. Funding for the station design was approved in the District's FY22/23 Capital Improvement Plan and is currently budgeted in the District's approved FY22/23 Final Budget (Development Impact Fee Fund).

## RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the draft attached with the highest ranked proposer or second highest ranked proposer, should an agreement not be reached with the former.

Submitted by:

Erin Castleberry  
Administrative Analyst

Jeff Frye  
Chief Development Officer



# Sacramento Metropolitan Fire District

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TODD HARMS  
*Fire Chief*

RESOLUTION NO. 2022-\_\_

## AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR FIRE STATION ARCHITECTURE AND ENGINEERING SERVICES

**WHEREAS**, the Sacramento Metropolitan Fire District (District) provides fire protection, emergency medical services and hazardous material response to a population of over 720,000 throughout a 359 square mile area; and

**WHEREAS**, the District is the owner of certain unimproved real property comprised of approximately 4.6 acres of land located at 8101 Bradshaw Road, Sacramento, CA, 95829, APN 122-0140-010-0000 (Site); and

**WHEREAS**, the progression of development and call volume in the area has triggered the need for the design and construction of a new fire station on the Site in order for the District to meet response time standards; and

**WHEREAS**, the District conducted a competitive proposal process for architecture and engineering services with those firms pre-qualified on the District's existing Multiple Award Schedule.

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

1. Authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the attached draft agreement with the highest ranked proposer or second highest ranked proposer in such instance that an agreement cannot be reached with the former.

**PASSED AND APPROVED** this 27<sup>th</sup> day of October, 2022, 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 Professional Services Agreement

This Agreement, dated as of \_\_\_\_\_ is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and \_\_\_\_\_ ("DESIGN CONTRACTOR") are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties.

### RECITALS

**WHEREAS**, the DISTRICT intends to design and build a new fire station located at 8101 Bradshaw Road in Sacramento, California (APN 122-0140-010-0000), "Project"; and

**WHEREAS**, the DISTRICT desires to obtain the services of DESIGN CONTRACTOR, as more fully described in Exhibits A and B here to, "Definition of Services"; and

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

NOW, THEREFORE, the parties agree as follow;

**1. HEADINGS**

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

**2. EXHIBITS**

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

**3. SCOPE OF SERVICES**

DESIGN CONTRACTOR agrees to perform all services described in Exhibit A, in accordance with the proposed schedule in Exhibit B, for payment pursuant to Exhibit C, in accordance with the terms and conditions of this Agreement as well as the DISTRICT's Request for Proposals 22-04 Fire Station Architecture and Engineering Services and DESIGN CONTRACTOR's submitted proposal, both of which are incorporated herein by reference.

**4. TERM**

This Agreement shall be in effect from the date of final execution of the Agreement by the Parties until full completion of the Project as described in Exhibit A. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect for one (1) year after the expiration of this Agreement.

**5. PAYMENT**

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

**6. TAXES**

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

**7. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

**8. CONFLICT OF INTEREST**

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

**9. INDEMNIFICATION**

To the fullest extent permitted by law, DESIGN CONTRACTOR shall release, hold harmless, defend, and indemnify the DISTRICT, its Board of Directors, officers, employees, and agents from and against any and all claims, losses, damages, lawsuits, liabilities, and expenses, including but not limited to attorneys' fees, to the extent arising out of or resulting from negligence, recklessness, or willful misconduct in the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state, or municipal law or regulation, to the extent arising out of or is any way connected with the negligent performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving DESIGN CONTRACTOR of any obligation hereunder.

**10. LIMITATION OF LIABILITY**

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

**11. NON-DISCRIMINATION**

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

**12. CONFORMITY WITH LAW AND SAFETY**

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

**13. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS**

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

- a) California Title 8 (Industrial Relations)
- b) California Title 17 (Public Health)
- c) California Building Code, Title 24, Parts 1-5
- d) California Energy Code, Title 24, Part 6
- e) California Essential Services Building Seismic Safety Act of 1986

- f) California Fire Code, Title 24, Part 9
- g) National Fire Protection Association (NFPA)
- h) Federal Americans With Disability Act (ADA)
- i) Local jurisdiction codes and regulations
- j) Sacramento Metropolitan Fire District's Community Risk Reduction Division (CRRD) requirements

**14. USE OF DISTRICT PROPERTY**

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

**15. INSURANCE**

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

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

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

Professional Liability

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

**Additional Insured**

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

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

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

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

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 859-4372  
or  
[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

**16. ASSIGNMENT AND SUBCONTRACTING**

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

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

**17. RIGHT TO REFUSE PERSONNEL**

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

**18. NOTICE TO PROCEED**

DESIGN CONTRACTOR shall begin the preparation of design development documents for the Project only upon receipt of written approval of the schematic documents. DESIGN CONTRACTOR shall begin the preparation of construction documents for the Project only upon receipt of written approval of the design development documents.

**19. SPECIFICATIONS FOR ARTICLES, MATERIALS, AND EQUIPMENT**

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

**20. CONSTRUCTION PROJECT BUDGET**

If during the development of the construction documents for the Project it is determined that the cost of the Project will exceed the construction project budget approved by the DISTRICT, DESIGN CONTRACTOR shall immediately notify the DISTRICT in writing of the reasons for the situation. All work by the design contractor shall cease and be held in abeyance until funding differences, scope and/or design criteria are resolved, and such changes as may be required are executed.

If the detailed construction cost estimate based upon the completed construction documents exceeds the construction project budget after taking into consideration adjustments due to delays with the start of construction, DESIGN CONTRACTOR, at no additional cost to the DISTRICT, shall modify or amend the drawings and/or technical specifications upon direction of the DISTRICT to bring the cost of the Project back to within budget. However, if the cost overrun is due to a DISTRICT request that increased or modified the scope of the Project following the DISTRICT's approval of the design development documents, the DISTRICT may either accept the completed plans and specifications and the resulting increase in the estimated cost of the Project or direct DESIGN CONTRACTOR to modify the construction documents to lower the cost of the Project. If the DISTRICT orders modifications under the latter case described above, the resulting work shall be considered Extra Services. Cost for Extra Services shall be negotiated and no work shall be performed until an amendment is made to the Agreement.

**21. CONSTRUCTABILITY REVIEW**

The DISTRICT and its construction management firm shall conduct a constructability review for the Project. The DISTRICT's final approval of the construction documents shall be withheld pending the completion of these reviews. Any DISTRICT requested revisions to the plans or technical specifications as a result of errors, omissions, or the need for clarification as determined by the DSITRICT shall be the responsibility of DESIGN CONTRACTOR to remedy at no additional cost to the DISTRICT. DISTRICT requested revisions to the plans and/or technical specifications that modify or otherwise change the scope of the project will be considered Extra Services and will be subject to fee negotiation with DESIGN CONTRACTOR prior to the commencement of such work.

**22. CONSTRUCTION DOCUMENTS COMPLETION**

Construction document drawings and technical specifications shall not be considered complete unless approved by the DISTRICT and until the local building official with jurisdiction over the

project and the Fire Marshal for the DISTRICT have reviewed and stamped approved the drawings and specifications.

**23. OWNERSHIP OF DOCUMENTS**

DESIGN CONTRACTOR hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports, and related documents {including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the DESIGN CONTRACTOR, the DESIGN CONTRACTOR's sub-contractors, or third parties at the request of the DESIGN CONTRACTOR (collectively, "Documents and Materials").

DESIGN CONTRACTOR also hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in DESIGN CONTRACTOR's information system{s}, respecting in any way the subject matter of this Agreement.

DESIGN CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, DESIGN CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royalty-free license to retain and use said Documents and Materials. The rights of the DISTRICT under this Section shall apply regardless of the degree of completion of the Documents and Materials and whether or not DESIGN CONTRACTOR's services as set forth in Exhibit A to this Agreement have been fully performed. The DISTRICT agrees to indemnify and hold DESIGN CONTRACTOR harmless from any claim arising out of use of partially completed documents or re-use of the documents for other than this project.

During the term of this Agreement DESIGN CONTRACTOR shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

**24. CONFIDENTIALITY**

DESIGN CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. DESIGN CONTRACTOR agrees to immediately notify the DISTRICT if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after DESIGN CONTRACTOR's termination of services to the DISTRICT hereunder.

**25. ACCESS AND RETENTION OF RECORDS**

DESIGN CONTRACTOR agrees to provide the DISTRICT and its designee's access to all of the DESIGN CONTRACTOR's records related this contract and that the DESIGN CONTRACTOR shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the DESIGN CONTRACTOR is made by the DISTRICT.

**26. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the

other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The DISTRICT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to DESIGN CONTRACTOR. In the event that the DISTRICT should terminate this Agreement for its convenience, DESIGN CONTRACTOR shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit C.

**27. ASSURANCE OF PERFORMANCE**

If at any time DISTRICT believes DESIGN CONTRACTOR may not be adequately performing its obligations under this Agreement or that DESIGN CONTRACTOR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from DESIGN CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in DESIGN CONTRACTOR's performance. DESIGN CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of his receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. DESIGN CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 26 of this Agreement.

**28. CHOICE OF LAW**

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

**29. ENTIRE AGREEMENT**

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

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

**30. MODIFICATION OF AGREEMENT**

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

**31. SEVERABILITY**

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

### **32. SUCCESSORS AND ASSIGNS**

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

### **33. NOTICES**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Planning and Development Division  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To: DESIGN CONTRACTOR:

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

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

**34. SIGNATORIES**

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

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

**DISTRICT**

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

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

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

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

**DESIGN CONTRACTOR**

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

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

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

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

## EXHIBIT A

### Scope of Services

The scope of services to be provided by the design contractor shall include the following activities as applicable to meet Project goals:

#### **1. Pre-Design**

- a. Collaboration with the District to review and/or develop Project goals, scope, roles and responsibilities, major milestones, critical requirements, essential functions, spatial requirements and adjacencies, desired features, potential hazards and mitigation features, target value, and potential project constraints.
- b. Space usage analysis and preliminary construction budget development including hard and soft cost breakdowns at a square foot level of accuracy.
- c. Work plan outlining Project schedule from kick-off through post-occupancy, including identification of major milestones, tasks associated with meeting milestones, and agency approval procedures/timelines.
- d. Comprehensive site analysis including, but not limited to:
  - i. Field check of existing conditions to verify capacities and quality of existing features or utility connections. The design contractor shall verify existing utilities through recorded documents and through visual inspection. The design contractor shall contact utility companies to discuss changes, relocations, and extensions required.
  - ii. Topographic site survey to include contour lines at one foot intervals, unless a different interval is otherwise approved in advance by the District. The site survey shall also include any improvements, property boundaries, and existing utilities, and an evaluation of overall site dimension, shape, ingress and egress, and setbacks.
  - iii. Geotechnical investigation and report for the Project, including site soils conditions and recommendations for earthwork construction, foundations, floor support and pavement design.
  - iv. Identification of public works and planning and zoning entitlements, including traffic, flood zone, and other environmental concerns.
  - v. Discussion of site and footprint options, including influence of noise, light, spill, traffic, safety, and architectural style on site and building design.
- e. Assistance with developing a scope of work for the District's construction management firm and participating in the selection process.

#### **2. Schematic Design**

- a. Building and site utilizations plans, floor plans, elevations, sections, perspectives, and other drawings and graphic materials necessary to convey the concept of the Project.
- b. Outline of specifications indicating architectural, structural, civil, mechanical, electrical, and plumbing systems and materials proposed for each project.
- c. Detailed room-by-room tabulation of all net assignable floor areas, and a summary of the gross floor area for the Project.
- d. Estimate of probable construction costs for the Project at a basic component system level of accuracy including hard and soft costs and setting first contingencies.
- e. Evaluation of alternative concepts and methods of construction at the start of programming allowing thoughtful design and determining priorities.
- f. Coordination with District to review, update, and finalize design elements.

### **3. Design Development**

- a. Local jurisdiction site improvement requirements including curbs and gutters, drainage systems, paving, side-walks, landscaping, street lighting, and signage that may be required for the Project.
- b. Local jurisdiction electrical photovoltaic requirements.
- c. Controlled traffic signal system or other applicable traffic control measures including median cut-outs and paving, as needed for the Project, at the exit location for the emergency response vehicles.
- d. Coordinate the design requirements for the District's special systems including phone, radio, alerting, data, fire alarm, and security systems to ensure provisions for required electrical and mechanical pathways.
- e. Landscape design that conforms to local building jurisdiction requirements, requires minimal maintenance, is drought resistant and incorporates water conservation techniques, provides appropriate shade during the hot season, provides adequate screening from neighbors, and is aesthetically compatible with existing surrounding neighborhood design.
- f. Required power supply, above ground fuel storage, standby emergency generator systems, and other related systems or utilities, as required, to support District equipment and operations.
- g. Site plans, architectural, structural, mechanical, plumbing, electrical, fire protection, and landscaping plans, elevations, cross-sections, and other drawings necessary to convey the concept of the Project.
- h. Detailed written design criteria including mechanical and electrical systems, temperatures, humidity, lighting levels; and, floor live load and dead load design criteria for general and special occupancy areas, apparatus room, apparatus ramps, and drive-ways.
- i. Outline of specifications describing the size, character, and quality of the Project including the types and locations of all essential materials, finishes, and equipment.
- j. Review of all specifications for compliance with applicable code requirements.
- k. Discover and inform the District of any design permits required, including permits for approval of the design work either on or off site for the Project.
- l. A detailed room-by-room tabulation of both the gross and net floor areas.
- m. Detailed construction cost estimate that provides a breakdown of costs for each major area of construction work. The estimate shall separate the Project's building costs from site and utilities costs. All estimates will include individual item unit costs for materials, labor, and equipment. Sales tax, subcontractor's mark-ups, general contractor's mark-ups, overhead and profit shall be listed separately. All cost estimates shall be priced out at the current market conditions prevailing at the time of the estimate.

### **4. Construction Documents**

- a. Final contract drawings, calculations, and technical specifications at 75%, 90%, and 100% progress, organized by discipline and sufficient in detail to describe the requirements for construction by public works contract for the Project, including any requested alternates for the Project.
- b. Existing site plan including legend, property boundaries, survey bench mark, contours, existing features/improvements and demolition (if necessary).
- c. Civil plan showing legend, existing and finished contours, horizontal and vertical control points (at least two) with a base line for layout of the construction work all of which is

- outside and clear of any work areas, buildings, utilities, points of connections for all utilities, and all on and off property site work.
- d. Architectural drawings including legend, floor plans, roof plans, exterior elevations of all exterior walls, interior elevations of all rooms, sections, reflective ceiling plans, doors and windows schedule, interior finish and materials schedules for every room, and details.
  - e. Structural drawings including legend, foundation plans, framing plans, roof system plans, truss profiles with load data, sections, nailing schedules, and details.
  - f. Mechanical, plumbing, and fire protection drawings including legend, site plan, floor plans, roof plans, sections, equipment schedules, plumbing schedules, control diagrams, Title 24 Certification of Compliance for Envelope and Mechanical, and details, including the provision for all of the District's applicable special systems requirements.
  - g. Electrical drawings including legend, site plan, floor plans, ceiling plans, equipment schedules, line diagrams for power, signal, and control systems, panel schedules, Title 24 Certification of Compliance for Lighting, and details, including the provision for all of the District's applicable special systems requirements.
  - h. Landscape architecture drawings including irrigational plans, planting plan, plant schedules, and details.
  - i. Interior finish design and preparation of FF&E package.
  - j. A detailed construction cost estimate at 75% and 100% of completed construction documents that shall include the same items and conform to the same structure and format of the construction project budget completed for the design development documents.
  - k. Prepare and submit all required permit forms on behalf of the District for design approvals and construction permits including, but not limited to, building permits and fire permits. The District shall pay applicable permit fees.
  - l. Review and address all agency plan check comments. Make corrections to drawings as needed and coordinate the re-submittal back to the reviewing agency.
  - m. Certification in writing that the design and work described in design documents conforms to the requirements of the Project by affixing California professional license stamp on the final approved construction document drawing title sheet and on the cover sheet for the technical specifications.

#### **5. Bid Phase**

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

#### **6. Construction Administration**

- a. Coordinate, cooperate with, and remain responsive to, the District's construction manager, contractors, and construction testing and inspection firms in order to protect the District's best interests.

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

## 7. General Requirements

- a. Consult with and/or attend meetings, as necessary throughout all phases of the Project, with the District, and normal and customary employees, agencies, and/or representatives of appropriate state and local entities, including utility providers, relative to the design and construction of the Project.
- b. Presentations to the District's Board of Directors or at community planning session workshops as needed.
- c. Value engineering throughout all phases of the Project.
- d. Printing, reproduction, and/or shipping of Project deliverables including, but not limited to, schematic documents, design development documents, construction documents, and record documents.
- e. Provide such incidental services in connection with the Project which logically and justifiably must be performed in order to complete the Project.
- f. Provide written advice to the District, upon the District's request, regarding satisfactory correction of deficiencies with construction of the project that have developed following the District's acceptance of the work, either prior to or within 3 years after the construction contractor's one year guarantee period for the project.

## **8. Exclusions**

- a. The following items are specifically excluded from the desired scope as they are not applicable for the Project or the District intends to separately contract them:
  - i. LEED documentation/reporting
  - ii. Construction special testing and inspections
  - iii. Project commissioning for CalGreen
  - iv. SWPPP monitoring/reporting during construction

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

*(Insert Project Schedule)*

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

**A. MILESTONES AND DELIVERY SCHEDULE**

*(Insert milestone and delivery schedule)*

**B. PAYMENT**

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

**C. BILLABLE RATES FOR ADDITIONAL SERVICES**

*(Insert billable hourly rates)*