



Todd Harms  
Fire Chief

Cinthia Saylor  
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

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

**Thursday, October 13, 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: 814 0183 9461#  
Passcode: 029 577 122#**

*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 September 22, 2022 through October 21, 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 13, 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 16<sup>th</sup> at 12:00 noon and Monday, October 17<sup>th</sup> at 9:00pm 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.

	<u>Page No.</u>
1. Action Summary Minutes	6
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of September 22, 2022.	
2. Authority to Reenter Voluntary Rate Range Program (VRRP) – Intergovernmental Transfer (IGT) Program from January 1, 2021 through December 31, 2021	10
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.	
3. Parking Lot Lease – 7629 Greenback Lane	23
Recommendation: Authorize the Fire Chief or his designee to execute the lease agreement for 7629 Greenback Lane.	
4. FY2019 Fire Prevention and Safety Grant – Award Amendment Approval	28
Recommendation: Adopt a resolution authorizing the Final Budget amendment to the Grants Fund 212G.	



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 13, 2022

- |    |  |           |
|----|--|-----------|
| 5. | <b>FY2020 State Homeland Security Grant – Award Amendment Approval</b>   | <b>30</b> |
|    | <b>Recommendation:</b> Adopt a SHSGP20 Grant Amendment Resolution and corresponding budget amendment resolutions.      |           |
| 6. | <b>Budget Amendment – Phase 2 Station Access Control Project Change Order</b>  | <b>34</b> |
|    | <b>Recommendation:</b> Adopt the budget amendment resolutions for Phase 2 station access control project change order. |           |

## ACTION ITEMS

- |    |  |           |
|----|--|-----------|
| 1. | <b>ImageTrend Contract Renewal &amp; Test Site Implementation</b>  | <b>37</b> |
|    | <i>(Deputy Chief Mitchell)</i>   |           |
|    | <b>Recommendation:</b> Approve the ImageTrend contract renewal for three years.  |           |
| 2. | <b>Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3))</b>  | <b>43</b> |
|    | <i>(President Saylors)</i>   |           |
|    | <b>Recommendation:</b> 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. |           |
| 3. | <b>Industrial Disability Retirement – Brian L. Currie</b>  | <b>**</b> |
|    | <b>Recommendation:</b> 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.  |           |
| 4. | <b>Industrial Disability Retirement – Richard F. Turner</b>  | <b>**</b> |
|    | <b>Recommendation:</b> 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.  |           |

## 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: TBD
  - B. **Communications Center JPA** – *(DC Wagaman)*  
Report Out: October 11, 2022 at 9:00 AM  
Next Meeting: November 8, 2022 at 9:00 AM



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 13, 2022

- 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

### 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

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
- B. Richard Turner and the Sacramento Metropolitan Fire District  
Claim #4A22010MQ9T-0001 – Industrial Disability Retirement – Ty Bailey, Deputy Chief Administration

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



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 13, 2022

**4. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**

Pursuant to California Government Code Section 54957

Fire Chief Selection Process

**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 – October 27, 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 10, 2022

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

Melissa Penilla, Clerk of the Board

\* No written report

\*\* **PDF** Separate Attachment

**DISABILITY INFORMATION:**

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



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, September 22, 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 6:00pm by President Saylor. Board members present in person: Clark, Goold, Rice, Saylor, Sheetz, Wood, and White. Board members present virtually via Zoom: None. Board members absent: Jones and Orzalli. Staff present: Acting Chief Mitchell, General Counsel Lavra, and Board Clerk Penilla.

#### PUBLIC COMMENT

Roger Mitchell reminded everyone of the upcoming fundraiser for the restoration project for old engine number 2. Several speakers will be present and lots of fun will be had. The event will take place on October 8<sup>th</sup> at 5:00pm, please reach out to him directly or Deputy Chief Bailey for tickets.

Director Jones joined virtually at 6:05pm.

#### CONSENT ITEMS

**Action:** Moved by Rice, seconded by White, 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 8, 2022.

**Action:** Approved the Action Summary Minutes.

#### ACTION ITEMS

1. **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 September 22, 2022 – October 21, 2022 or until further re-ratified.

**Action:** Moved by Clark, seconded by White, and carried unanimously by members present to adopt Resolution No. 2022-078.

#### REPORTS

1. **PRESIDENT'S REPORT**—(President Saylor) No report.

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

**Promotions**

Congratulations to Benton Christensen and Hillary Smittle who were promoted to Fire Inspector II effective September 1<sup>st</sup>.

### **New Hire**

Welcome to Jake Whealen who was hired as the Geographic Information Data Analyst effective September 19<sup>th</sup>.

### **Recruitment**

Continuous Quality Improvement Manager (CQI) open through October 4<sup>th</sup>.

Reserve Firefighter (internal/external) open through October 14<sup>th</sup>.

### **Meetings/Conferences**

Sacramento 9/11 Memorial Stair Climb event, they were in a new location this year, and happy to be back post-pandemic. Thank you to everyone involved in planning the event, and to those who participated in the climb.

Deputy Chiefs and Assistant Chiefs Greene and Rudnicki attended the CalChiefs Conference in Sacramento. It was great to have the event locally, and we were able to reconnect and build back some relationships throughout the state.

### **OPERATIONS' REPORT**

Deputy Chief Mitchell shared there have been 4,106 total incidents since our last report on September 8, 2022; an average of 293 calls per day. There were 148 fire incidents, an average of 10.5 calls per day. Crews had two fire incidents as the storm front moved through last week with the wind.

As for OES Deployments, all engines and members deployed have returned safely back home. The rain was a welcome weather change for fire behavior.

Metro Fire responding crew received some positive feedback from an EMS call involving a 78 year old female complaining of weakness post fall. She fell face first on the court playing pickle ball, striking her forehead on the ground. Even though the patient was GCS 15, Paramedic Plotka determined the patient could have sustained significant spinal injury. She was placed in full spinal mobile restriction (SMR) and transported code 3 to MSJ. Paramedic Plotka also identified that her weakness was a new onset, and could have caused her to fall, so he advised MSJ of both a trauma and stroke alert. Per MSJ, the patient had multiple spinal fractures and significant artery damage in her spine that mimicked a stroke. MSJ praised our crew's treatment and assessment, mentioning that any additional head movement without SMR could have left her paralyzed. Excellent work to Captain Jon Davis, Engineer Steve Tafoya, Firefighter/Paramedic Ryan Bridges, Paramedic Artur Plotka, and Paramedic Noah Novotny.

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

Vice President Matt Cole shared that the E-Board met last week, and they are preparing for the 50<sup>th</sup> Anniversary for the Firefighters Burn Institute this weekend. He invited everyone to come and participate in the remembrance event that created the institute on Saturday, October 24<sup>th</sup>.

He wishes those members who moved onto other agencies all the best. He also welcomes Jake as the GIS Specialist. This is a position that has been vacant for some time, Local 522 worked closely with Administration to make the position what it is now. VP Cole is looking forward to strengthening the organization and retaining the employees we bring to Metro Fire.

#### **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: Special Meeting, September 22, 2022 at 2:00 PM

The Communications Center is looking forward to the development of a five-year strategic plan.

Next Meeting: October 11, 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 Rice shared that he will be joining virtually for the meeting in October. He recently attended the Firefighter Memorial in Colorado Springs where Firefighter Tami Thacher's name was added to the wall for her job-related cancer. He remembers those who lost their lives 50 years ago in the plane crash that ultimately led to the creation of the burn center, especially Gene LeVine and his family. Director Rice also thanked Local 522's Honor Guard Matt Christiansen for his recent participation at the Colorado Springs Firefighter Memorial. Lastly, he thanked the Deputy Chiefs for their updates throughout the weeks while Chief Harms was out of town.

Director Goold would like to see a presentation from the Honor Guard at a future Board Meeting, and agrees with Director Rice that what they do and their dedication to training is truly special.

Director White congratulated those who were recently promoted, and those newly hired. He also congratulated retired Assistant Chief VanBrunt who is competing at the National Championship for the Firefighter Combat Challenge today, and wishes him all the best. Lastly, he shared that former logistics technician John DeGraff Jr. passed away recently, he is the son of retired Fire Captain John DeGraff, and asked for a moment of silence in his honor.

Director Saylors thanked to Board for their participation tonight, and for sharing so many different stories and perspectives.

**The board recessed to closed session at 6:30 PM with a moment of silence honoring Firefighter Thacher, Firefighter LeVine, and John DeGraff Jr.**

#### **CLOSED SESSION**

##### **1. Pursuant to California Government Code Section 54956.9 (a) – One (1) matter of Workers Compensation Settlement Authority.**

- A. Anthony Fink and the Sacramento Metropolitan Fire District  
Claim # SMDQ-550062 – Workers Compensation Settlement Authority  
Breanna Owen of Lenahan, Slater, Pearse & Majernick, LLP

**Action:** Moved by Goold, seconded by Rice, 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) – One (1) matter of Workers Compensation Compromise and Release.**

- A. Kyle Rutherford and the Sacramento Metropolitan Fire District  
Claim # 4021038GB28-0001 – Workers Compensation Settlement Authority  
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

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

**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 took no reportable action.

**4. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**

**Pursuant to California Government Code Section 54957**

Fire Chief Selection Process

**Action:** The Board took no reportable action.

The board reconvened to open session at 9:43 PM.

**ADJOURNMENT** - The meeting was adjourned at 9:47 PM.

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Cinthia Saylor, 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 · Phone (916) 859-4300 · Fax (916) 859-3702

TODD HARMS  
*Fire Chief*

**DATE:** October 13, 2022

**TO:** Board of Directors

**SUBJECT:** Authority to Reenter into an Agreement with State of California Department of Healthcare Services for Intergovernmental Transfers from January 1, 2021 to December 31, 2021

## TOPIC

Reauthorize the Fire Chief to enter into an intergovernmental agreement to transfer public funds to the State of California Department of Healthcare Services (DHCS), which is necessary to participate in the Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT), a federal reimbursement program, covering the period from January 1, 2021 through December 31, 2021.

## DISCUSSION

Beginning in Fiscal Year 2014/15, the District has participated in the VRRP IGT to receive federal funds associated with the District's transport of Medi-Cal managed care beneficiaries. Participation in the VRRP requires the District annually to enter into an agreement with the DHCS and each of the participating managed care plans (Plans), currently Aetna, Anthem, Health Net, Kaiser, and Molina.

In September 2022 all VRRP participants were advised by DHCS that the agreement covering the 2021 calendar year would have to be revised and reapproved due to federal Centers for Medicaid Service requirement changes pertaining to the classification of immigrant beneficiaries. The changes to the District's agreement relate to transfer of funds and written communications.

The proposed agreement covers the 12-month period January 1, 2021 through December 31, 2021.

The DHCS agreement is also substantially similar to those entered into in previous fiscal years.

## FISCAL IMPACT

No impact. This agreement does not change the current year budgeted IGT revenue of \$8.7 million.

## **RECOMMENDATION**

Staff recommends that the Board approve the attached resolution reauthorizing the Fire Chief to enter into the necessary agreement with DHCS to participate in the VRRP IGT covering the period January 1, 2021 through December 31, 2021.

Submitted By:

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Dave O'Toole  
Chief Financial Officer

Approved By:

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Todd Harms  
Fire Chief





TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_\_

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

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

**WHEREAS**, participation in the VRRP for the period January 1, 2021 through December 31, 2021 is expected to result in an estimated \$8,700,000 in net new funds to the District; and

**WHEREAS**, participation in the VRRP requires entering into an agreement with the State of California Department of Healthcare Services (DHCS).

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

1. Reauthorize 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 13<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

**ATTEST:**

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

**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 period of January 1, 2021 through December 31, 2021 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 period of January 1, 2021 through December 31, 2021 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 December 31, 2021. 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 period of January 1, 2021 through December 31, 2021, 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 simultaneously with 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 either be sent via secure email or submitted in writing 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 as set forth below:

\* Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

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](mailto:Harms.Todd@metrofire.ca.gov)

With copies to:

Dave O'Toole, Chief Financial Officer  
Sacramento Metropolitan Fire District  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655  
[OToole.Dave@metrofire.ca.gov](mailto:OToole.Dave@metrofire.ca.gov)

To DHCS:

Vivian Beeck  
California Department of Health Care Services  
Capitated Rates Development Division  
1501 Capitol Ave., MS 4413  
Sacramento, CA 95814  
[Vivian.Beeck@dhcs.ca.gov](mailto:Vivian.Beeck@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 January 1, 2021 and shall expire as of June 30, 2024 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

<b>Health Plan:</b>	<b>Aetna Better Health</b>		
<b>Rating Region:</b>	<b>Sacramento</b>		
<b>Service Period</b>	<b>1/2021 - 12/2021</b>		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.55	32,687	\$ 50,665
Child - MCHIP	\$ 1.09	11,287	\$ 12,303
Adult - non MCHIP	\$ 4.00	20,175	\$ 80,700
Adult - MCHIP	\$ 3.14	519	\$ 1,630
ACA Optional Expansion	\$ 1.13	63,387	\$ 71,627
SPD	\$ 10.53	8,948	\$ 94,222
SPD/Full-Dual	\$ 2.53	2,481	\$ 6,277
Estimated Total		139,484	\$ 317,424

<b>Health Plan:</b>	<b>Molina Healthcare</b>		
<b>Rating Region:</b>	<b>Sacramento</b>		
<b>Service Period</b>	<b>1/2021 - 12/2021</b>		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 1.32	177,018	\$ 233,664
Child - MCHIP	\$ 0.92	51,018	\$ 46,937
Adult - non MCHIP	\$ 3.29	95,809	\$ 315,212
Adult - MCHIP	\$ 2.42	1,248	\$ 3,020
ACA Optional Expansion	\$ 0.99	224,157	\$ 221,915
SPD	\$ 9.45	75,430	\$ 712,814
SPD/Full-Dual	\$ 2.20	31,500	\$ 69,300
Estimated Total		656,180	\$ 1,602,862

<b>Health Plan:</b>	<b>Health Net of California</b>		
<b>Rating Region:</b>	<b>Sacramento</b>		
<b>Service Period</b>	<b>1/2021 - 12/2021</b>		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.26	428,752	\$ 111,476
Child - MCHIP	\$ 0.18	142,893	\$ 25,721
Adult - non MCHIP	\$ 0.70	233,114	\$ 163,180
Adult - MCHIP	\$ 0.51	2,751	\$ 1,403
ACA Optional Expansion	\$ 0.15	426,720	\$ 64,008
SPD	\$ 2.02	142,306	\$ 287,458
SPD/Full-Dual	\$ 0.49	53,874	\$ 26,398
Estimated Total		1,430,410	\$ 679,644

<b>Health Plan:</b>	<b>Kaiser Foundation Health Plan</b>		
<b>Rating Region:</b>	<b>Sacramento</b>		
<b>Service Period</b>	<b>1/2021 - 12/2021</b>		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.63	359,024	\$ 226,185
Child - MCHIP	\$ 0.45	187,629	\$ 84,433
Adult - non MCHIP	\$ 1.70	210,222	\$ 357,377
Adult - MCHIP	\$ 1.25	3,653	\$ 4,566
SPD	\$ 3.53	71,674	\$ 253,009
SPD/Full-Dual	\$ 0.85	92,257	\$ 78,418
Estimated Total		924,459	\$ 1,003,988

<b>Health Plan:</b>	<b>Anthem Blue Cross</b>		
<b>Rating Region:</b>	<b>Sacramento</b>		
<b>Service Period</b>	<b>1/2021 - 12/2021</b>		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.46	739,192	\$ 340,028
Child - MCHIP	\$ 0.32	219,924	\$ 70,376
Adult - non MCHIP	\$ 1.17	430,090	\$ 503,205
Adult - MCHIP	\$ 0.87	4,395	\$ 3,824
ACA Optional Expansion	\$ 0.34	701,222	\$ 238,415
SPD	\$ 3.28	217,358	\$ 712,934
SPD/Full-Dual	\$ 0.86	86,645	\$ 74,515
Estimated Total		2,398,826	\$ 1,943,297

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



# 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 13, 2022  
**TO:** Board of Directors  
**SUBJECT:** Parking Lot Lease – 7629 Greenback Lane

## DISCUSSION

On February 24, 2022, the Sacramento Metropolitan Fire District's (District) Board of Directors approved the execution of a four (4) month lease of real property adjacent to Fire Station 21 to accommodate additional parking needs for Academy 22-1. The parking lot lease expired on July 1, 2022.

SRP Academy 22-3 will begin their 6-week training at Station 21 in November and Firefighter Academy 23-1 will begin their 18-week training in January 2023. In order to meet the parking needs of these academies, staff reached out to the owner of the adjacent property and negotiated a new lease agreement under the same terms as the previous lease.

### Lease Details:

Term Commencement:	November 1, 2022
Term:	Seven (7) Months (through May 31, 2023)
Monthly Rent:	\$1,500.00
Security Deposit:	\$1,500.00 (refundable)

## FISCAL IMPACT

The cost of the lease will be \$10,500 with an initial security deposit of \$1,500.00 to be refunded at term expiration. These costs will be paid out of the Training Division budget.

## RECOMMENDATION

Staff recommends the Board of Directors authorize the Fire Chief or his designee to execute the attached lease agreement.

Submitted by:

  
\_\_\_\_\_  
Jeff Frye  
Chief Development Officer

  
\_\_\_\_\_  
Michael Lozano

Mike Lozano  
Assistant Chief, Training Division

## Parking Lot Lease

**THIS LEASE AGREEMENT** ("Lease") is dated this \_\_\_\_\_ day of October, 2022, by and between Gabor and Octavia Kovac ("Lessor"), and Sacramento Metropolitan Fire District, an autonomous Special District established under California Health and Safety Code Section 13800 ("Lessee").

In consideration of the mutual covenants in this Lease, Lessor and Lessee agree as follows.

**1. The Premises.** Lessor leases to Lessee, and Lessee takes from Lessor, the following property located in Citrus Heights, California:

A 17,651 square foot vacant lot located at 7629 Greenback Lane (APN# 243-0150-012-0000) as shown on the attached Exhibit A ("Premises").

**2. Term.** The term of this Lease ("Term") shall commence upon November 1<sup>st</sup>, 2022 and run for an initial term through May 31<sup>st</sup>, 2023, unless terminated earlier in accordance with this Lease.

**3. Use.** Lessee shall use the Premises as a parking lot. Lessee shall not use or allow others to use the Premises for any other purpose without the prior written consent of Lessor, which consent will not be unreasonably withheld.

**4. Rent.** Effective upon the commencement of the Lease, Lessee shall pay Lessor rent in the amount of fifteen hundred dollars per month (\$1,500/month), payable on the fifteenth (15<sup>th</sup>) day of the following month in which the parking spaces were used.

**5. Security Deposit.** Lessee shall pay Lessor a refundable deposit of \$1,500.00 for use of the Premises. The deposit shall be returned to Lessee upon the termination of the Lease.

**6. Maintenance and Repair.** Lessor is solely responsible for all maintenance and repair of the Premises and shall keep the Premises in a neat and safe condition. Lessor and Lessee shall not store or release any hazardous or toxic substances of any kind at the Premises. Lessor shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises.

**7. Assumption of Risk.** Parking is solely at the risk of the vehicle owner. Lessor is not assuming any risk. Any security, if necessary, is to be provided by Lessee.

**8. Condition.** Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in AS IS condition without any representation from Lessor as to its condition or suitability for Lessee's intended use. If a condition subsequently arises, including a hidden defect, which substantially interferes with Lessee's use of the Premises, Lessee may terminate the Lease by providing 30-days written notice to Lessor.

**9. Alterations.** Lessee shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld.

**10. Liability; Indemnification.** Each party agrees that they shall indemnify, defend and hold the other party and its governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and

costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the other party, the members of its governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. It is the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected and appointed officials, officers, directors, employees, representatives, agents, subcontractors, and volunteers. These indemnification provisions shall survive the termination of the Lease.

**11. Insurance.** Lessee shall maintain at all times commercial general liability insurance insuring Lessor and Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises as a result of Lessee's use thereof. The policies shall cover such risks and be in such amounts as Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00).

Lessee's insurance shall be issued by an insurer licensed to do business in the State of California and shall contain a waiver of subrogation endorsement. Lessee shall deliver to Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by Lessor, which certificates shall show Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to Lessor.

**12. Assignment; Sublease.** Lessee may assign this Lease and Lessee may sublease the Premises in whole or in part with Lessor's written approval which shall not be unreasonably withheld.

**13. Lessor's Right of Access.** Lessor and Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide Lessee with advance notice. Lessor shall use reasonable efforts to minimize any disruption of Lessee's activities.

**14. Default.** Each of the following shall constitute an Event of Default:

- a. Lessee fails to maintain at all times the insurance required by this Lease.
- b. Lessee fails to comply with any agreement or requirement in this Lease for a period of thirty (30) days after notice from Lessor.

If an Event of Default has occurred and continues, Lessor may terminate Lessee's rights to the use the Premises and pursue any other remedies available under California law.

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atk

**15. Termination.** Either party may terminate the Lease for cause by providing the other party not less than ninety (90) days' notice. On the expiration of the Term, or any earlier termination of this Lease, Lessee shall: (a) immediately vacate the Premises; (b) repair all damage to the Premises

ds  
ck

caused by Lessee's removal of its equipment and property from the Premises; and (c) restore the Premises to the same condition that existed at the commencement of the Term, reasonable wear and tear excepted.

**16. Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and any supplements or amendments to the agreement must be in writing and signed by both parties to be enforceable. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

**17. Notwithstanding anything to the contrary, Lessor shall have the right to terminate this agreement, for no cause whatsoever, by giving 30 days' notice in writing.**

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents on the dates set forth below.

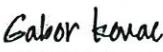
Lessee:  
Sacramento Metropolitan Fire District

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

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

Lessor:  
Gabor and Octavia Kovac

By:   
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By:   
0F092EC03414C427...

9/26/2022 | 2:05 PM PDT  
Date: \_\_\_\_\_

EXHIBIT A



1" = 37'



# 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 13, 2022

**TO:** Board of Directors

**SUBJECT:** FY2019 Fire Prevention & Safety Grant – Award Amendment Approval  
EMW-2019-FP-00673

## BACKGROUND

On September 24, 2020, the Sacramento Metropolitan Fire District (District) Board of Directors accepted a FY2019 AFG Fire Prevention and Safety Grant Program (FP&S) award to conduct a comprehensive Community Risk Assessment and develop a Community Risk Reduction Plan.

The District was able to complete the approved scope of work under budget, which left \$49,889 in unspent funds. In accordance with the terms and conditions of the grant award, unspent funds remaining after the completion of the approved scope of work may be used for other activities that support grant program priorities, at the sole discretion of and approval by the awarding agency.

## DISCUSSION

One of the identified mitigation measures recommended in the District's Community Risk Reduction Plan is expanding fire safety education partnerships with schools and daycare centers. In support of this recommendation, the District requested an amendment to the FP&S19 scope of work to utilize unspent funds on the development of digital fire and life safety educational content and reinforcement tools targeting K-6 grade children. The content will be distributed to all K-6 schools in the District's jurisdiction (130 public and private schools serving approximately 20,000 children).

The District's amendment request was approved by FEMA on September 20, 2022 and an extension to the grant's period of performance was granted through November 15, 2022.

## FISCAL IMPACT

While the approved amendment did not result in any fiscal impact to the District, the amendment was not approved until after the adoption of the Final Budget, so unspent funds in the amount of \$49,889 have been consolidated into one expense account and will be updated in the Final Budget by way of budget amendment.

## RECOMMENDATION

Staff recommends adoption of the attached Budget Amendment Resolution,

**Submitted by:**

A handwritten signature in blue ink, appearing to read "Erin Castleberry".  
Erin Castleberry  
Administrative Analyst

A handwritten signature in blue ink, appearing to read "RMarie Jones".  
RMarie Jones  
Accounting Specialist



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. 2022-\_\_

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

A RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GRANTS FUND 212G  
FOR THE FISCAL YEAR 2022/23

WHEREAS, the Sacramento Metropolitan Fire District was awarded a FY2019 Fire Prevention and Safety Grant (FPS&19) in the amount of \$261,518 but completed the project under budget leaving \$49,889 of unspent funds; and

WHEREAS, staff submitted an amendment request to utilize the unspent funds on additional scope that supports the project's goals and objectives; and

WHEREAS, the amendment request was approved by FEMA on September 20, 2022; and

WHEREAS, on September 8, 2022, the Sacramento Metropolitan Fire District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2022/23, which did not include all of 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 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	COST	BUDGET INCREASE/ (DECREASE)
	FUND CENTER	CENTER	ACCOUNT CATEGORY
20259100	212G	2126000	\$ 2,778

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 13<sup>th</sup> day of October, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District:

Attested by:

President, Board of Directors

Clerk of the Board



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** October 13, 2022

**TO:** Board of Directors

**SUBJECT:** FY2020 State Homeland Security Grant – Award Amendment Approval

## BACKGROUND

On September 9, 2021, the Sacramento Metropolitan Fire District (District) Board of Directors accepted a FY2020 State Homeland Security Grant Program (SHSGP20) award in the amount of \$33,723 for the installation of controlled access systems at five fire stations, which was completed earlier this year.

## DISCUSSION

In August 2022, the District submitted an amendment request to increase the scope of work on its SHSGP20 station access control project utilizing disencumbered funds made available by the Sacramento County Office of Emergency Services (SacOES), who administers SHSGP funding for the Sacramento County operational area.

On September 13, 2022, the Sacramento County Board of Supervisors approved an amendment to the District's SHSGP20 award for additional funding in the amount of \$48,094 to expand the scope of the station access control project. The District will utilize the funding to complete the installation of controlled access systems at six additional stations.

## FISCAL IMPACT

The total cost for the additional scope of work is \$51,977, which includes \$48,094 in SHSGP20 funding and \$3,883 to be funded by the District through a transfer from the General Fund into the Grants Fund.

## RECOMMENDATION

Staff recommends adoption of the attached SHSGP20 Grant Amendment Resolution and corresponding Budget Amendment Resolutions.

Submitted by:

A handwritten signature in blue ink.

Erin Castleberry  
Administrative Analyst

A handwritten signature in blue ink.

RMarie Jones  
Accounting Specialist



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. 2022-\_\_

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

A RESOLUTION APPROVING AN AMENDMENT TO THE  
FY2020 STATE HOMELAND SECURITY GRANT

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 757,000 throughout a 359 square mile area; and

**WHEREAS**, on September 9, 2021, Metro Fire accepted a grant award in amount of \$33,723 from the FY2020 State Homeland Security Grant Program for the installation of controlled access systems at five fire stations; and

**WHEREAS**, Metro Fire requested an amendment to the grant award for additional funding to expand the scope of work for the project; and

**WHEREAS**, Metro Fire received notification that its amendment request for additional funding was approved by the Sacramento County Board of Supervisors on September 13, 2022, in the amount of \$48,094 to expand the scope of work on the fire station access control 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 amendment in the amount of \$48,094 from the FY2020 State Homeland Security Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the amended agreement with the County of Sacramento and further, authorizes the Fire Chief or his designee to execute the required and necessary documents to administer the funds awarded.

PASSED AND APPROVED this 13<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



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. 2022-\_\_

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

A RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GENERAL FUND 212A  
FOR THE FISCAL YEAR 2022/23

WHEREAS, the Sacramento Metropolitan Fire District has been awarded reallocation of funds from the FY2020 State Homeland Security Grant (SHSGP) funding in the amount of \$48,094; and

WHEREAS, the completion of the project requires additional funds of \$3,883 transferred from the general fund; and

WHEREAS, on September 8, 2022, the Sacramento Metropolitan Fire District adopted the Final Budget for the General Fund 212A for Fiscal Year 2022/23, 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 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	COST	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
	FUND CENTER	CENTER		
50598000	212A	2129212	21292120000	TRANS OUT \$ 3,883

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 13<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:



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. 2022-\_\_

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

A RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GRANTS FUND 212G  
FOR THE FISCAL YEAR 2022/23

WHEREAS, the Sacramento Metropolitan Fire District has been awarded reallocation of funds from the FY2020 State Homeland Security Grant (SHSGP) funding in the amount of \$48,094; and

WHEREAS, the completion of the project requires additional funds of \$3,883 transferred from the general fund; and

WHEREAS, on September 8, 2022, the Sacramento Metropolitan Fire District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2022/23, 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 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
20211100	212G	2126000	21260000000	BUILDING SERVICE	\$ 51,977
59599100	212G	2126000	21260000000	TRANS IN FROM A-FUND	(\$ 3,883)
95953100	212G	2126000	21260000000	AID/OTHER LOCAL GOV'T	(\$ 48,094)

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 13<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

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

TODD HARMS  
Fire Chief

**DATE:** October 13, 2022  
**TO:** Board of Directors  
**SUBJECT:** Budget Amendment – Phase 2 Station Access Control Project Change Order

## BACKGROUND

On May 26, 2022, the Sacramento Metropolitan Fire District (District) Board of Directors accepted a FY2021 State Homeland Security Grant Program (SHSGP21) that included an allocation of \$106,666 to fund the Phase 2 Station Access Control project. On August 11, 2022, the Board approved a bid award totaling \$112,077.70 to Access Systems, Inc. for the installation of controlled access systems at eleven fire stations in support of the project.

## DISCUSSION

Subsequent to the approval of the bid award, the District determined that the project would require a performance and payment bond to be provided by Access Systems, Inc., which was not included in the original scope of work and was therefore excluded in the bid price. The additional cost has resulted in a change order on the bid price reflecting a new total project cost of \$115,104 and will require amendments to the General Fund and Grants Fund budgets.

## FISCAL IMPACT

The total cost for the change order is \$3,026.30, which will be funded by the District through a transfer from the General Fund into the Grants Fund.

## RECOMMENDATION

Staff recommends adoption of the attached Budget Amendment Resolutions.

Submitted by:

A handwritten signature in blue ink, appearing to read "Erin Castleberry".

Erin Castleberry  
Administrative Analyst

A handwritten signature in blue ink, appearing to read "RMarie Jones".

RMarie Jones  
Accounting Specialist



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. 2022-\_\_

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

A RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE FINAL BUDGET FOR THE GRANTS FUND 212G  
FOR THE FISCAL YEAR 2022/23

WHEREAS, the Sacramento Metropolitan Fire District was awarded a FY2021 State Homeland Security Grant (SHSGP) funding in the amount of \$287,638; and

WHEREAS, a transfer from the A-Fund of \$3,027 is needed for the cost of a required change order to complete the project; and

WHEREAS, on September 8, 2022, the Sacramento Metropolitan Fire District adopted the Final Budget for the Grants Fund 212A for Fiscal Year 2022/23, 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 212A for the Fiscal Year 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	COST	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
	FUND CENTER	CENTER		
50588000	212A	2129212	21292120000	TRANS OUT \$ 3,027

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 13<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



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. 2022-\_\_

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

#### A RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2022/23

**WHEREAS**, the Sacramento Metropolitan Fire District was awarded a FY2021 State Homeland Security Grant (SHSGP) funding in the amount of \$287,638; and

**WHEREAS**, a transfer from the A-Fund of \$3,027 is needed for the cost of a required change order to complete the project; and

**WHEREAS**, on September 8, 2022, the Sacramento Metropolitan Fire District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2022/23, 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 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
20211100	212G	2126000	21260000000	BUILDING SERVICE	\$ 3,027
59599100	212G	2126000	21260000000	TRANS IN FROM A-FUND	(\$ 3,027)

**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 13<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

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

TODD HARMS  
*Fire Chief*

Date: October 13, 2022

TO: Board of Directors

SUBJECT: ImageTrend Contract Renewal (3 years) & Test Site Implementation

## TOPIC

Staff is seeking approval to renew our existing contract with ImageTrend for an additional three years and add on a test site to limit the impact of interface updates for end users.

## BACKGROUND

Metro Fire has maintained a contract with ImageTrend since September 2014, which began with the implementation of our Electronic Patient Care (ePCR) System. In 2020, we upgraded our fire reporting (NFIRS), arson investigations, and data analytics systems to be technologically in line with the ePCR system.

## DISCUSSION

Since the implementation of the ePCR system, we've experienced numerous advances in technology and the EMS system itself. ImageTrend is already integrated with CAD, local hospitals, neighboring agencies, and the recently upgraded LP15 monitors. EMS System Technicians have received specialized training in the ImageTrend program, and work with a specially-assigned ImageTrend account advisor regularly to maintain system optimization.

ImageTrend allows for the production of fire reports, provides data collection and the built-in tools needed for budgeting, grants, training, and more. The Investigations module permits fire investigators to document all aspects of their investigation, including things such as witnesses, evidence grids, and weather-related information. The Continuum module provides active data monitoring to enhance patient care and the statistics used in operational and administrative decision making. The addition of a test site will make it possible for system updates to be performed in a test environment to provide a preview of the end user's experience. Having this opportunity will permit any necessary changes to be made in advance to alleviate potential system interruptions and subsequent need for restoration. Continuing and enhancing our contract with ImageTrend will benefit the District as a whole.

## FISCAL IMPACT

The cost of the renewal of our current ImageTrend contract services is \$175,884.72, which is included in the final FY 22/23 budget. Each year after March 2023, we will incur a 3% increase in the contracted rates. The implementation of the ImageTrend test site totals \$7,000 for the first year (\$10,500 each year thereafter), which will be covered by a transfer from A.EMS.203500 – Education and Training Services to A.TEC.281100 – Computer Services. The funds to be transferred will not affect the services for which they were originally intended, as the contract for Handtevy training was under budget, providing a cost savings in the account.

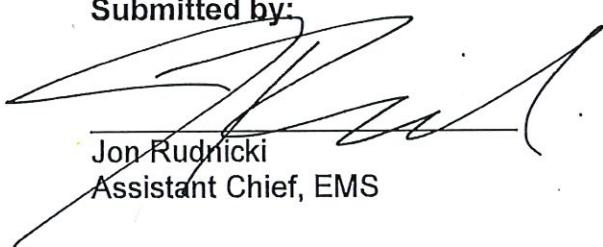
## LEGAL IMPACT

No legal impact known.

## RECOMMENDATION

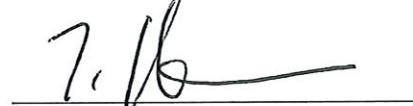
Staff recommends the Board of Directors approve the ImageTrend contract renewal for three years.

**Submitted by:**



\_\_\_\_\_  
Jon Rudnicki  
Assistant Chief, EMS

**Approved by:**



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

## SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details		Amendment Contract Number	00001025.0
Original Contract Number ("Original Contract")	14-EMS-IMG-01		

This Agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: **ImageTrend, Inc.** Minnesota corporation (hereinafter "ImageTrend")

AND: **Sacramento Metropolitan Fire District** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Sacramento Metropolitan Fire District and ImageTrend, Inc.

1. The term of the Original Contract shall be extended another three (3) years to include September 22, 2022 to September 21, 2025.
2. Client's existing product orders is amended to add new product items as outlined below in the Price Sheet attachment.
3. The Exhibit B – Pricing Agreement attached to the Original Contact is replaced in its entirety with the attached Exhibit B – Pricing Agreement.
4. Out of Scope customization is \$225.00/hour and performed only under mutually agreed upon Statement of Work.
5. All other terms and conditions of the Original Contract remain the same.

**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client

ImageTrend

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

## EXHIBIT B—PRICING AGREEMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:  
85,000 Incidents annually

### Test Site Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue Test Site	ELT.001.002.052	\$3,500.00	1	\$3,500.00
TeleStaff Distribution	ELT.002.011.004	Included	1	Included
Elite™ Test Site Add CAD	ELT.002.007.070	\$3,500.00	1	\$3,500.00

Total Test Site Recurring Fees: \$7,000.00

### Renewal Recurring Fees

Description	Unit Price	Qty	Extended Amount
Elite EMS Support	\$12,605.70	1	\$12,605.70
Elite EMS Hosting	\$19,583.85	1	\$19,583.85
Elite Field Support	\$10,804.89	1	\$10,804.89
Hospital Hub	\$1,800.81	1	\$1,800.81
Elite EMS CAD Integration Support	\$1,440.22	1	\$1,440.22
Elite EMS CAD Integration Hosting	\$4,727.13	1	\$4,727.13
Elite Visual Informatics Support - EMS Cube	\$4,321.96	1	\$4,321.96
Service Bridge Telestaff Integration Support	\$1,318.40	1	\$1,318.40
Elite Account Advisement Services 1	\$14,181.41	1	\$14,181.41
Elite Community Health Add-On SaaS	\$12,566.36	1	\$12,566.36
Community Health Field SaaS	\$1,639.09	1	\$1,639.09
Upgrade EMS NFIRS to Rescue SaaS	\$17,379.82	1	\$17,379.82
Investigations SaaS	\$16,390.91	1	\$16,390.91
Base Continuum	\$50,811.81	1	\$50,811.81
Elite EMS CARES Export Integration	\$5,463.64	1	\$5,463.64
Vault™ Records with Attachments	\$848.72	1	\$848.72

### Send Invoices To:

Jon Rudnicki  
[rudnicki.jon@metrofire.ca.gov](mailto:rudnicki.jon@metrofire.ca.gov)  
 10545 Armstrong Ave, Ste 200  
 Mather, CA 95655

### Payment Terms:

1. "Test Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 5% beginning with fees due for 2023 and each year thereafter.
2. "Renewal Recurring Fees" will be invoiced annually as previously agreed. The Renewal Recurring Fees will escalate in price annually by 3% beginning with fees due for 2023.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

#### Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client's signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,800.00	Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Travel	ELT.006.003.008	\$1,750.00	

#### **MILESTONE 1**

**Contract Signature.** This Contract Signature Milestone is complete when all parties to this Agreement have signed and executed this Agreement, regardless of whether any activity has occurred or any deliverable has been provided to Client by ImageTrend.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue Test Site	\$3,500.00	1	\$3,500.00
Elite™ Test Site Add CAD	\$3,500.00	1	\$3,500.00



# 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. 2022-\_\_\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT FOR THE PERIOD OF OCTOBER 13, 2022 – NOVEMBER 11, 2022 PURSUANT TO BROWN ACT PROVISIONS.

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

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

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

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

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

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

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

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

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

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

Resolution No. 2022-\_\_\_\_\_

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

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

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk.

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 11, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Sacramento Metropolitan Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND APPROVED** this 13<sup>th</sup> day of October 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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President, Board of Directors

**Attested By:**

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Clerk of the Board